

CONTRACT AGREEMENT

THIS CONTRACT made on 16th of June 2023, 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, hereinafter referred to as the "PPA";

-AND-

VISTAS DESIGNS AND ADS, a single proprietor with office address located at San Jose Road, Baliwasan, Zamboanga City, hereinafter represented by JESUS MIGUEL MARIANO, owner, referred to as "SUPPLIER".

Both shall collectively referred to as "PARTIES".

-WITNESSETH-

That herein parties enter into a Contract for the Provision of Labor and Supply of Materials for Photocopy, Binding, Printing Works and Fabrication of Temporary Vehicle Plate, and hereby undertake and agree as follows:

SECTION 1. SCOPE OF WORK:

This scope of this contract shall include services for photocopy, blue and white printing, colored printing, binding, Riso/Duplo printing, CAD plotting, tarpaulin printing, notepad and calling card printing, printing of signage on Acrylic Board, Brochure printing, Fabrication of Advertising/Sintra Board and fabrication of temporary vehicle plate for PPA, PMO-Zamboanga as detailed below:

ITEM NO	SCOPE OF WORK
1	Photocopy (Clear copy): <ul style="list-style-type: none">- Legal Size;- Letter/A4 size (B/W)
2	Blue printing <ul style="list-style-type: none">- Size: 20" x 30" (Non ammonia)- Size: 36" x 48" (Non ammonia)
3	White Printing <ul style="list-style-type: none">- Size: 20" x 30" (B/W) (Non acid paper)- Size: 36" x 48" (B/W) (Non acid paper)
4	Colored Printing (Letter/A4 size)
5	Binding <ul style="list-style-type: none">- Soft bound, Ordinary Cartolina cover;- Spiral
6	Riso/Duplo Printing <ul style="list-style-type: none">- Legal Size;- Letter/A4 size
7	CAD Plotting <ul style="list-style-type: none">- Size: 20" x 30" (Non acid tracing paper)- Size: 36" x 48" (Non acid tracing paper)
8	Tarpaulin Printing , per square foot
9	Notepad (5" x 8" size)
10	Calling Card Printing
11	Fabrication of Car Plate (Temporary Plate)
12	Printing of Signage on Acrylic Board per sq. in.
13	Brochure Printing
14	Fabrication of Advertising/Sintra Board

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:

- (a) Perform all the piece of work 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) Comply everything indicated in this Agreement, and what has been poorly done, must be undone, at its own expense.
- (c) Submit the Statement of Account for all the services incurred by PPA after the end of the month, which statement shall be submitted within the first week of the succeeding month.

B) PPA shall:

- (a) Deliver all approved purchase orders together with its related supporting documents/papers to the office of the Supplier.
- (b) Pick-up all duly accomplished purchase orders from the office address of the Supplier. Pick up time shall be made during office hours (8:00 am to 5:00 pm, Monday to Friday, except holidays)
- (c) Pay the actual cost of the services rendered to the Supplier, which shall be made at the end of the month.

SECTION 4. METHOD OF ACCOUNTABILITY:

The methods of accountability are the Purchase Order Slips issued by PPA and Charge Invoice issued by the Supplier.

SECTION 5. CONTRACT PRICE:

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

ITEM NO	SCOPE OF WORK	Unit Cost
1	Photocopy (Clear copy): - Legal Size; - Letter/A4 size (BW)	P3.00 2.00
2	Blue printing - Size: 20" x 30" (Non ammonia) - Size: 36" x 48" (Non ammonia)	17.00 36.00
3	White Printing - Size: 20" x 30" (B/W) (Non acid paper) - Size: 36" x 48" (B/W) (Non acid paper)	95.00 155.00
4	Colored Printing (Letter/A4 size)	5.00
5	Binding - Soft bound, Ordinary Cartolina cover; - Spiral	45.00 170.00
6	Riso/Duplo Printing - Legal Size; - Letter/A4 size	460.00 430.00
7	CAD Plotting - Size: 20" x 30" (Non acid tracing paper)	155.00

Handwritten signatures and notes on the left margin:
 - Top signature: *[Signature]*
 - Middle signature: *mediana*
 - Bottom signature: *[Signature]*

	- Size: 36" x 48" (Non acid tracing paper)	220.00
8	Tarpaulin Printing China made, per square foot	18.00
9	Notepad (5" x 8" size)	30.00
10	Calling Card Printing	2.00
11	Fabrication of Car Plate (Temporary Plate)	800.00
12	Printing of Signage on Acrylic Board per sq. in.	6.50
13	Brochure Printing	50.00
14	Fabrication of Advertising/Sintra Board	3,800.00

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 **Four Hundred Twenty Four Thousand Three Hundred Twenty Seven Pesos (Php424,327.00).**

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.

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 specific piece of work, unless, the delay is for justifiable grounds.

In case of pre-termination of contract due to the fault of the Supplier without, 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 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


VISTAS DESIGNS AND ADS

By:


JESUS MIGUEL MARIANO
Owner/Manager

Signed in the presence of:


FRANCISCA CLARISSA P. DAGOY AND
Admin. Division Manager


DAVE MATTHEW MAPRIAGA

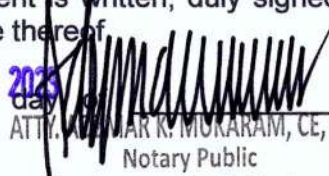
REPUBLIC OF THE PHILIPPINES)
CITY OF ZAMBOANGA) S.S.

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

Name	ID Presented	ID Number	Place/Date of Issued
<u>ARCIDI S. JUMAANI</u>	<u>PPA ID</u>	<u>PPA00231995</u>	<u>Member/Feb. 3, 1995</u>
<u>JESUS MIGUEL MARIANO</u>	<u>DRIVER'S LICENSE</u>	<u>JO4-08-005194</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 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 JUN 21 2023 day _____, 2023 at Zamboanga City.


ATTY. MAR R. MUKARAM, CE, REA
Notary Public
Zamboanga City, Philippines
Until December 31, 2023
Notarial Commission No. 2022-088
Roll of Attorney No. 82257
NOTARY PUBLIC
IDP No. 242596, ZAMBASULTA
PTR No. 2544015/01-03-2023, ZC
MCLE Compliance No. New Bar Passer

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