CONTRACT AGREEMENT

THIS CONTRACT made on 29 of July 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, hereinafter referred to as the "PPA";

-AND-

COPIER SOLUTIONS SPECIALIST, a single proprietor with office address located at Mendoza Building, Pilar Street, Zamboanga City, hereinafter represented by PATRICK S. PAÑA, 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): - Legal Size; - Letter/A4 size (B/W)
2	Blue printing - Size: 20" x 30" (Non ammonia) - Size: 36" x 48" (Non ammonia)
3	White Printing - 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 - Soft bound, Ordinary Cartolina cover; - Spiral
6	Riso/Duplo Printing - Legal Size; - Letter/A4 size
7	CAD Plotting - 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 FIVE (5) months, from August 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:

(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 (B/W)	 P2.00 2.00
2	Blue printing - Size: 20" x 30" (Non ammonia) - Size: 36" x 48" (Non ammonia)	 35.00 45.00
3	White Printing - Size: 20" x 30" (B/W) (Non acid paper) - Size: 36" x 48" (B/W) (Non acid paper)	 90.00 115.00
4	Colored Printing (Letter/A4 size)	20.00
5	Binding - Soft bound, Ordinary Cartolina cover; - Spiral	 150.00 150.00
6	Riso/Duplo Printing - Legal Size; - Letter/A4 size	 400.00 390.00

7	CAD Plotting - Size: 20" x 30" (Non acid tracing paper) - Size: 36" x 48" (Non acid tracing paper)	 150.00 200.00
8	Tarpaulin Printing China made, per square foot	 25.00
9	Notepad (5" x 8" size)	35.00
10	Calling Card Printing	3.00
11	Fabrication of Car Plate (Temporary Plate)	500.00
12	Printing of Signage on Acrylic Board per sq. in.	3.50
13	Brochure Printing	10.00
14	Fabrication of Advertising/Sintra Board	50.00

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 **Three Hundred Eighty-Six Thousand One Hundred Seventy-Five Pesos (Php386,175.00).**

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

COPIER SOLUTIONS SPECIALIST
By:

PATRICK S. PAÑA
Owner/Manager

Signed in the presence of:

AISHAR Y. HADJIRUL **AND** RONALD A. TUBATO
Acting Admin. Division Manager

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

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

Name	ID Presented	ID Number	Place/Date of Issued
ARCIDI S. JUMAANI	PPA ID	PPA00231995	Member/Feb. 3, 1995
PATRICK S. PAÑA	SSS ID	10-0396014-4	

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 _____ day of JUL 29 2024, 2024 at Zamboanga City.

ATTY. JAN CEASAR A. CLIMACO
Notary Public for Zamboanga City
Notarial Commission No. 2023-151
Commissioned 02 / 13 / 23 to 12 / 31 / 24
CASTILLO & CLIMACO
Ground Floor Mendoza Bldg., Pilar St., Z.C.
IBP No. 380598 / Dec. 29, 2023 / Manila
PTR No. 2779995 / Jan. 3, 2024 / Z.C.
Attorney's Roll No. 67048
MCLE-Compliance No. VII-0009848

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