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-

LIBCAP SUPER EXPRESS CORPORATION, a Corporation with office address located at Door 4, Fairland Building, M. Agan Avenue, Camino Nuevo, Zamboanga City, hereinafter represented by JOSE VICTOR G. MONDRAGON, Vice President for Operations, 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 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 Legal Size One Pounder Three Pounder Brown Envelope **CARGOES** B. Seafreight Rates (From Mindanao to Metro Manila/Visayas/Luzon/Mindanao) First 3 kilos Excess/kilo C. Airfreight Rates (From Mindanao to Metro Manila/Visayas/Luzon/Mindanao) First 3 kilos Excess/kilos

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:

(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 Supplier 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.

B.) PPA shall:

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

SECTION 4. CONTRACT PRICE:

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

Scope of Work	Cost Per Shipment
Provision of freight shipping services as follows:	
DOCUMENTS	
A. With No Commercial Value (From Mindanao to Metro Manila/Luzon/Visayas/Mindanao)	
Letter Size	P112.00
Legal Size	112.00
One Pounder	112.00
Three Pounder	185.00
Brown Envelope	135.00
CARGOES	
B. Seafreight Rates (From Mindanao to Metro Manila/Visayas /Mindanao	
First 3 kilos	375.00
Excess/kilo	21.00
D. Airfreight Rates (From Mindanao to Metro Manila/Visayas/Luzon/Mindanao)	
First 3 kilos	350.00
Excess/kilos	90.00

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 **TWENTY–FOUR THOUSAND THREE HUNDRED FIFTY-FOUR PESOS ONLY (Php24,354.00).**

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 food 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.

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

LIBCAP SUPER EXPRESS CORPORATION
By:

JOSE VICTOR G. MONDRAGON
Vice President for Operations

Signed in the presence of:

AISHAR Y. HADJIRUL
Acting Manager, Admin. Division

AND

MARY GRACE L. CAMILLO
Cashier/Accounting Clerk-Libcap

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	I.D. Presented	I.D. No.	Place/Date of Issue
ARCIDI S. JUMAANI	PPA ID	PPA00231995	Manila/ Feb. 3, 1995
JOSE VICTOR G. MONDRAGON	SSS ID	07-1622029-7	Iloilo City

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 29TH day of AUGUST, 2024 at Zamboanga City.

Doc. No. 90;
Page No. 19;
Book No. 1;
Series of 2024:

NOTARY PUBLIC

ATTY. LOREN MARIE F. [illegible]
Notary Public for Zamboanga [illegible]
Notarial Commission No. 2024-[illegible]
Commissioned March 08, 2024 - Dec. [illegible]
PTR No. 277429; 12-27-2023; Zamboanga [illegible]
IBP No. 401137, 351651; 06/13/23 / 1/[illegible]
Roll No. 86111; 05-02-2023
MCLE Compliance Pending