

CONTRACT AGREEMENT

THIS CONTRACT made on this ____ day of _____ 2022, 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/Visayas/Mindanao)	
<ul style="list-style-type: none"> Small (500 grams) Medium (1 kg) Large (1.5 kgs) Pouch (2 kgs) 	
CARGOES	
B. Seafreight Rates (From Mindanao to Metro Manila/Visayas/Mindanao)	
<ul style="list-style-type: none"> First 10 kilo Excess/kilo 	

SECTION 2. TERM OF THE CONTRACT:

This Contract shall be effective for a period of Nine(9) months and 11 days, from March 21 to December 31, 2022. 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/Visayas/Mindanao)	
Small (500 grams)	P112.00
Medium (1 kg)	135.00
Large (1.5 kgs)	168.00
Pouch (2 kgs)	224.00
CARGOES	
B. Seafreight Rates (From Mindanao to Metro Manila/Visayas /Mindanao)	
First 10 kilo	375.00
Excess/kilo	19.00

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 NINETY FIVE THOUSAND TWENTY EIGHT PESOS ONLY (Php95,028.00).

However, in case the contract amount shall exceed Php95,028.00, PPA shall shoulder its payment provided the said excess is justifiable and duly supported with receipts.

SECTION 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. 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

LIBCAP SUPER EXPRESS CORPORATION

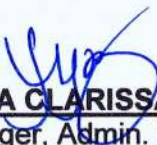
By:

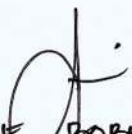
By:


ARCIDI S. JUMAANI
Port Manager


JOSE VICTOR G. MONDRAGON
Vice President for Operations

Signed in the presence of:


FRANCISCA CLARISSA P. DAGOY AND
Manager, Admin. Division


CHARLENE BORONISS
LIBCAP ZAMBOANGA, BRANCH MANAGER

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the City of Zamboanga, on this 29 MAR 2022 day
_____, _____ personally appeared:

<u>Name</u>	<u>I.D. Presented</u>	<u>I.D. No.</u>	<u>Place/Date of Issue</u>
<u>ARCIDI S. JUMAANI</u>	<u>PPA ID</u>	<u>PPA00231995</u>	<u>Manila/ Feb. 3, 1995</u>
<u>JOSE VICTOR G. MONDRAGON</u>	<u>SSS ID</u>	<u>07-1622029-7</u>	<u>ILOILO CITY</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 three (3) 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.

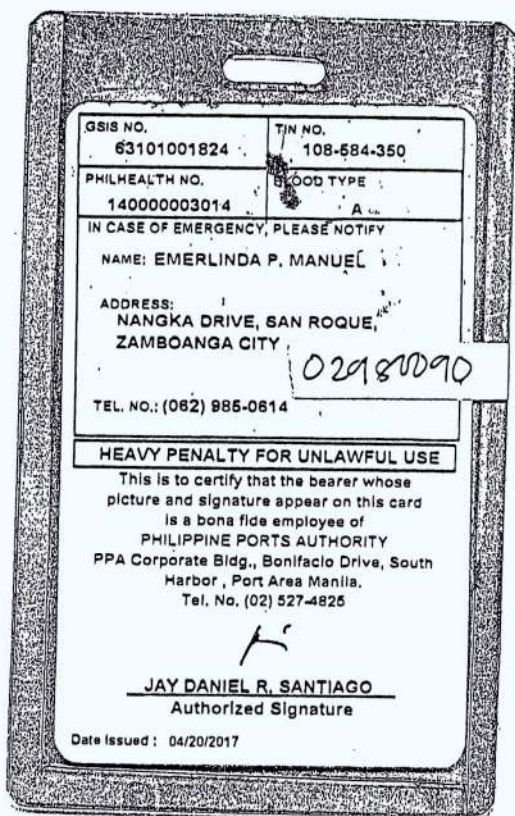
WITNESS MY HAND AND SEAL this _____ day of 29 MAR 2022, 2022 at Zamboanga City.

Doc. No. 101 ;
Page No. 33 ;
Book No. XC ;
Series of 20 22 :


ATTY. MANUEL M. WEE SIT IV
Roll of Attorneys No. 51263
Notary Public until December 31, 2021
Notarial Commission automatically renewed
Until _____
NOTARY PUBLIC
IBP OR No.: 191167, Jan. 07, 2022, I.C.
PTR No.: 2330222, Dec. 29, 2021, I.C.
MCLE Compliance No.: VI-0014622

GSIS NO. CM00003171211	TIN NO. 179-998-263
PHILHEALTH NO. 15-000017416-7	BLOOD TYPE O
IN CASE OF EMERGENCY, PLEASE NOTIFY	
NAME: SANJIB M. JUMAANI	
ADDRESS: PPA, PMO-MISAMIS OCCIDENTAL/OZAMIZ	
TEL. NO.: 0928-376-2808 / (088) 521-0238	
HEAVY PENALTY FOR UNLAWFUL USE	
This is to certify that the bearer whose picture and signature appear on this card is a bona fide employee of PHILIPPINE PORTS AUTHORITY PPA Corporate Bldg., Bonifacio Drive, South Harbor, Port Area Manila. Tel. No. (02) 527-4825	
 JAY DANIEL R. SANTIAGO Authorized Signature	
Date issued: 07/27/2018	

AUTHORITY	
	
 JUMAANI ARCIDI S. Port Manager A	
PPA00231995	





Republic of the Philippines
Social Security System



JOSE VICTOR GUMBAN
MONDRAGON

07-1622029-7
MAY 17, 1973

Corazon A. De La Paz
CORAZON S. DE LA PAZ
SSS PRESIDENT



PROUD TO BE A FILIPINO