

## CONTRACT AGREEMENT

THIS CONTRACT made on \_\_\_\_\_ of \_\_\_\_\_ 2020, 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 540 Billiard Drive, San Jose Road, Baliwasan, Zamboanga City, hereinafter represented by JESUS M. 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 and Printing Works, and hereby undertake and agree as follows:

### SECTION 1. SCOPE OF WORK:

The scope of this contract shall include services for photocopy, blue, white and colored print, binding, duplo printing, auto cad plotting and tarpaulin printing as detailed below:

ITEM NO	SCOPE OF WORK
1	Photocopy (Clear copy): <ul style="list-style-type: none"><li>- Legal Size;</li><li>- Letter/A4 size</li></ul>
2	Blue print (Plain Paper) <ul style="list-style-type: none"><li>- Size: 20" x 30"</li><li>- Size: 24" x 40"</li></ul>
3	White Print (Plain Paper) <ul style="list-style-type: none"><li>- Size: 20" x 30"</li><li>- Size: 24" x 40"</li></ul>
4	Colored Print, Size A4
5	Binding <ul style="list-style-type: none"><li>- Soft bound, Ordinary Cartolina cover;</li><li>- Spiral</li></ul>
6	Duplo Printing <ul style="list-style-type: none"><li>- Legal Size;</li><li>- Letter/A4 size</li></ul>
7	Auto Cad Plotting <ul style="list-style-type: none"><li>- Size: 20" x 30"</li><li>- Size: 24" x 40"</li></ul>
8	Tarpaulin Printing per square foot <ul style="list-style-type: none"><li>- China made, size (4 x 6 sq. ft.)</li></ul>

### SECTION 2. TERM OF THE CONTRACT:

This Contract shall be effective for a period of NINE (9) months, from April 1, 2020 to December 31, 2020. 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 Price
1	Photocopy (Clear copy): - Legal Size; - Letter/A4 Size	P 3.00 2.00
2	Blue print (Plain Paper) - Size: 20" x 30" - Size: 24" x 40"	14.50 29.00
3	White Print (Plain Paper) - Size: 20" x 30" - Size: 24" x 40"	90.00 115.00
4	Colored Print, Size A4	7.00
5	Binding - Soft bound, Ordinary Cartolina cover - Spiral	70.00 220.00
6	Duplo Printing - Legal Size - Letter/A4 size	420.00 400.00
7	Auto Cad Plotting (Tracing Paper) - Size: 20" x 30" - Size: 24" x 40"	145.00 180.00
8	Tarpaulin Printing per square foot - China made, size (4 x 6 sq. ft.)	14.00

*[Handwritten signatures and initials on the left margin: "Añer", "Jain", "D", "D", "D"]*

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 FIVE HUNDRED THIRTY NINE THOUSAND EIGHT HUNDRED SIXTY FIVE PESOS (Php539,865.00).

However, in case the contract amount shall exceed P539,865.00, PPA shall shoulder its payment provided the said excess is justifiable and duly supported with receipts.

## 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. 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 M. MARIANO  
Owner/Manager

Signed in the presence of:



FRANCISCA CLARISSA P. DAGOY  
Manager, Administrative Division

AND



LOVILYN JACKIE S. MARIANO

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

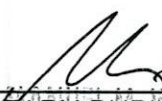
BEFORE ME, a Notary Public for and in the City of Zamboanga, on this  
\_\_\_\_\_ day MAY 20 2020, \_\_\_\_\_ personally appeared:

<u>Name</u>	<u>Identification Presented</u>	<u>ID Number</u>	<u>Place/Date of Issued</u>
<u>ARCIDI S. JUMAANI</u>	<u>PPA ID</u>	<u>PPA00231995</u>	<u>Manila/Feb. 3, 1995</u>
<u>JESUS M. MARIANO</u>	<u>PRC ID</u>	<u>PRCO095491</u>	<u>Manila</u>

Known to me and to me known to be the same persons who executed the forging 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 MAY 20 2020, 2020 at Zamboanga City.

Doc. No. 306 ;  
Page No. 65 ;  
Book No. Lx ;  
Series of 20 20 ;

  
\_\_\_\_\_  
**NOTARY PUBLIC: SII IV**  
Roll of Attorneys No.:56263  
Notary Public until December 31, 2021  
Notarial Commission No.:038-2020  
IBP OR No.:068190, Jan. 10, 2019, Z.C.  
PTR No.:2024040, Dec. 27, 2019, Z.C.  
MCLE Compliance No.:71-0016806



