CONTRACT AGREEMENT

THIS CONTRACT made on this 27th day of MARCH 2025, 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-

BARCODE GRILL & RESTOBAR, a Sole Proprietorship with office address located at Rizal Street, Zone IV, Zamboanga City, hereinafter represented by **MANUEL L. TATEL JR.**, Owner, 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 One (1) lot snacks and/or meals for various meetings and conferences of PPA, PMO-Zamboanga from April 01,2025 to December 31, 2025 under the following terms and conditions to with:

SECTION 1: SCOPE OF WORK:

The scope of this contract shall include services for the provision of One (1) lot snacks and/or packed meals as detailed below:

NO.	DESCRIPTION
1	Provision of the following: 1.For Snacks/pax : 1 - light meal 1- fruit juice 250-335ml ***Choice of tuna/chicken sandwich/native kakanin/pasta with bread/burger/pancakes/Fresh Lumpia/and Breah with Hotdog all Halal* 2. For Lunch/pax: 2 - Viands (any two main course,beef, chicken, seafoods) 1 - Vegetable/noodles 1 - Plain Rice 1 - Fruit juice 250-335ml 1 - Dessert **** During actual conduct of meetings/conferences*

1. Provision of Snacks and Meals:
   - Supply and deliver snacks and meals for various meetings and conferences as per schedule provided by PPA, PMO-Zamboanga.
   - Ensure that the food is fresh, nutritious, and hygienically prepared.

2. Menu Requirements
   Provide a variety of menu options, including but not limited to:
   - Morning snacks
   - Lunch
   - Afternoon snacks
   - Dinner (if required)

MA.CLAIRE F. ESLANAN
Representative

MANUEL L. TATEL JR.
Owner

AISHAR M. HADIRUL
Acting Admin. Manager

ARCIDI S. JUMAANI
Port Manager

- Cater to dietary restrictions and preferences, including vegetarian, vegan, halal, and others as specified.

3. Delivery and Setup:
   - Deliver snacks and meals to the specified venues on time.
   - Set up food service stations, ensuring they are presentable and well-organized.
   - Provide necessary utensils, plates, and napkins (single-use plastic is not permitted)

4. Clean-Up
   - Ensure that all food service areas are cleaned up after each event.
   - Properly dispose of any waste generated from the food service.

SECTION 2. TERM OF THE CONTRACT:

This Contract shall be effective for a period of Nine (9) months, from April 1, 2025 to December 31, 2025. 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 snacks and/or packed meals shall be on order basis only and packing of food must be in biodegradable container.

(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 snacks and/or packed meals provided.

SECTION 4. CONTRACT PRICE:

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

PARTICULARS	Cost Per Unit
Provision of the following:	
1.) Snacks/pax 1 - light meal 1 – Fruit Drinks 250-335ml	P 118.00
2.) Packed Meal/pax: 2 - Viands (any two main course,beef, chicken, seafoods) 1 - Vegetable/noodles 1 - Plain Rice 1 - Fruit Drinks 250-335ml 1 - Dessert	P 168.00
*** *During actual conduct of meetings/conferences*	

MA.RUTH CLAIRE F. ESLANAN
Representative

MANUEL L. TATEL JR.
OWNER

ASHLAR Y. HADIRUL
Acting Admin. Manager

ARCIDI S. JUMAANI
Port Manager

This Contract is based on actual snacks and/or packed meal provided by the Supplier and shall be on order basis only. The total amount of the contract shall not exceed **Five Hundred Sixty-Nine Thousand Eight Hundred Eighty-Two Pesos (Php569,882.00).**

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 snacks and/or lunch covered by the scope of work under this contract, unless, the delay is for justifiable grounds.

MA.RUTH CLAIRE F. ESLANAN
Representative

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.

MANUEL L. TATEL JR.
OWNER

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.

AISHABY. HADIRUL
Acting Admin. Manager

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:

ARGIDI S. JUMAANI
Port Manager

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.

PPA COPY

PHILIPPINE PORTS AUTHORITY
By:

ARCIDI S. JUMAANI
Port Manager

BARCODE GRILL & RESTOBAR
By:

MANUEL L. TATEL JR.
Owner

Signed in the presence of:

AISHAR Y. HADJIRUL
Acting Manager, Admin. Division

AND

MA. RUTH CLAIRE F. ESLANAN
Representative

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the City of Zamboanga, on this MAR 2 8 2025 day _____, _____ personally appeared:

Name	I.D. Presented	I.D. No.	Place/Date of Issue
ARCIDI S. JUMAANI	PPA ID	PPA00231995	Manila/Feb. 3, 1995
MANUEL L. TATEL JR.	DRIVER'S LICENSE	J04-98-066656	ZAMBOANGA CITY 8/21/1981

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 MAR 2 8 2025 day of _____, 2025 at Zamboanga City.

Doc. No. 368;
Page No. 74;
Book No. 32;
Series of 20 25;

ATTY. MOHAMMAD IJIN E. IJIN
Notary Public for Zamboanga City
Notarial Commission No. [illegible]-262
Commissioned Jan. 1, 2024-Dec. 31, 2025
3rd Flr., AJS Bldg., NS Valderosa St., Zone IV,
Zamboanga City, Philippines 7000
PTR No. 305306[illegible]12/27/2024; Z.C.
IBP No. 488[illegible]12/27/2024; Z.C.
Roll No. 65[illegible]06/17/2016
MCLE Compliance No. [illegible]-0026 until 04/14/2025

NOTARY PUBLIC

(ACKNOWLEDGEMENT ONLY)