# **CONTRACT AGREEMENT**

THIS CONTRACT made on this	16 <sup>th</sup>	day of	June	2023,	by and between
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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-

**FOOD PARADISE HOT SKILLET**, a corporation with office address located at P. Reyes Street, Zamboanga City, hereinafter represented by <u>ROBIN C. SY</u>, General Manager, 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) snacks and/or packed meals during meetings as follows:

## **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:

ITEM NO.	SCOPE OF WORK
1	Provision of the following:
	1.) Snacks/pax - 1 light meal 1 drink
	2.) Packed Meal/pax:
	2 Viands
	1 Vegetable/noodle
	1 Rice
	1 Softdrink
	1 Dessert

## SECTION 2. TERM OF THE CONTRACT:

This Contract shall be effective for a period of SIX (6) months, from July 1, 2023 to December 31, 2023. 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%) which shall be paid by PPA are as follows:

Scope of Work	Cost Per Unit	
Provision of the following:		
1) Snacks/pax - 1 light meal 1 drink		
	Php83.00	
Packed meal/pax :		
2 Viands		
1 Vegetable/noodle	165.00	
1 Rice		
1 Softdrink		

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 **Three Hundred Seventy Two Thousand Pesos Only (Php372,000.00).** 

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 preterminate the contract, including, but not limited to:
  - a. Unsatisfactory service; and
  - 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.

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:

- 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.
- 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.

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PHILIPPINE PORTS AUTHORITY By:	FOOD PARADISE HOT SKILLET By:				
ARCIDI S. JUMAANI Port Manager	ROBIN C. S/ General Manager				
Signed in the	presence of:				
FRANCISCA CLARISSA P. DAGOY  Manager, Admin. Division  AND	Camille C. Asis				
ACKNOWLE	DGEMENT				
REPUBLIC OF THE PHILIPPINES) CITY OF ZAMBOANGA) S.S.	2 4 2022				
BEFORE ME, a Notary Public for and in the City of Zamboanga, on this day, personally appeared:					

 Name
 I.D. Presented
 I.D. No.
 Place/Date of Issue

 ARCIDI S. JUMAANI
 PPA ID
 PPA00231995
 Manila/Feb. 3, 1995

 ROBIN CHENG SY
 SSS ID
 33-3067914-8

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 \_\_\_\_\_, 2023 at Zamboanga City.

NOTARY PUBLIC Zamboanga City, Philippines Until December 31, 2023 Notarial Commission No. 2022-088 Roll of Attorney No. 82257 IBP No. 242596, ZAMBASULTA PTR No. 2544015/01-03-2023, ZC

MCLE Compliance No. New Bar Passer

RAM, CE, REA