



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
2) Packed meal/pax : 2 Viands 1 Vegetable/noodle 1 Rice 1 Softdrink	165.00

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.




#### 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 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:

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

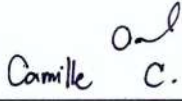
**FOOD PARADISE HOT SKILLET**  
By:

  
**ROBIN C. SY**  
General Manager

Signed in the presence of:

  
**FRANCISCA CLARISSA P. DAGOY**  
Manager, Admin. Division

AND

  
Camille C. Asic

**ACKNOWLEDGEMENT**

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


BEFORE ME, a Notary Public for and in the City of Zamboanga, on this JUN 21 2023  
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>ROBIN CHENG SY</u>	<u>SSS ID</u>	<u>33-3067914-8</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 JUN 21 2023, 2023 at Zamboanga City.

Doc. No. 236 ;  
Page No. 44 ;  
Book No. 1 ;  
Series of 20 23 ;

  
ATY. ADNAN R. MUKARAM, CE, REA  
Notary Public  
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