





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 lunch 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 and 1 drink	Php62.00
2) Lunch/pax : 2 Viands 1 Vegetable/noodle 1 Rice 1 Softdrink 1 Dessert	124.00

This Contract is based on actual snacks and/or lunch provided by the Supplier and shall be on order basis only. The total amount of the contract shall not exceed Three Hundred One Thousand Three Hundred Twenty Pesos Only (P301,320.00).

However, in case the contract amount shall exceed P301,320.00, 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 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. EFFECTIVITY:**

This Contract shall take effect upon its signing by both parties.

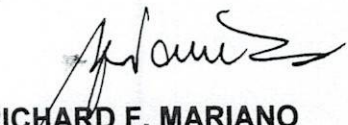


IN WITNESS WHEREOF the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers hereunto duly authorized.


PHILIPPINE PORTS AUTHORITY  
By:

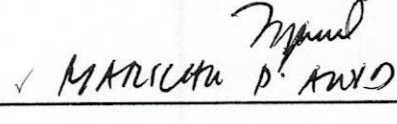
RF MARIANO CATERING SERVICES  
By:

  
ARCIDI S. JUMAANI  
Port Manager

  
RICHARD F. MARIANO  
Owner

Signed in the presence of:

  
FRANCISCA CLARISSA P. DAGOY  
Manager, Admin. Division

AND   
MARICELA P. ANJO

ACKNOWLEDGEMENT

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

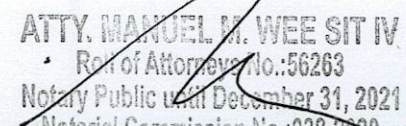
BEFORE ME, a Notary Public for and in the City of Zamboanga, on this APR 29 2021  
day \_\_\_\_\_, \_\_\_\_\_ personally appeared:

<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>RICHARD F. MARIANO</u>	<u>LTO ID</u>	<u>J13-19-010751</u>	<u>Zamboanga 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 APR 29 2021, 2021 at Zamboanga City.

Doc. No. 115 ;  
Page No. 23 ;  
Book No. LYXIV ;  
Series of 20 21 ;

  
ATTY. MANUEL M. WEE SIT IV  
Reg. of Attorneys No.: 56263  
Notary Public until December 31, 2021  
Notarial Commission No.: 038-2020  
**NOTARY PUBLIC**  
IDP No.: 000130, Jan. 10, 2019, Z.C.  
PTR No.: 2159118, Dec. 16, 2020, Z.C.  
MCLE Compliance No.: VI-0016886