

CONTRACT AGREEMENT

THIS CONTRACT made on this _____ day 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, herein referred to as "PPA";

-AND-

Chinitos Food Service, Inc., a single proprietor with office address located at Johnston Subdivision, Sapphire Street, San Jose Road, San Jose Cawa-Cawa, Zamboanga City, hereinafter represented by ALLEN Y. GO, 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) snacks and/or lunch 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 lunch as detailed below:

ITEM NO.	SCOPE OF WORK
1	Provision of the following: 1.) Snacks/pax - 1 light meal 1 drink 2.) Lunch/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 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 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 lunch shall be on order basis only.
- (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 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 1 drink	Php65.00
2) Lunch/pax : 2 Viands 1 Vegetable/noodle 1 Rice 1 Softdrink	125.00

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 Two Hundred Fifty Six Thousand Five Hundred Pesos Only (P256,500.00).

However, in case the contract amount shall exceed P256,500.00, 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

CHINITOS FOOD SERVICE, INC.

By:

By:



ARCIDI S. JUMAANI
Port Manager


ALLEN Y. GO
Owner

Signed in the presence of:


FRANCISCA CLARISSA P. DAGOY
Manager, Admn. Division

AND


MA. BLESILA L. GALABIN

ACKNOWLEDGEMENT

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

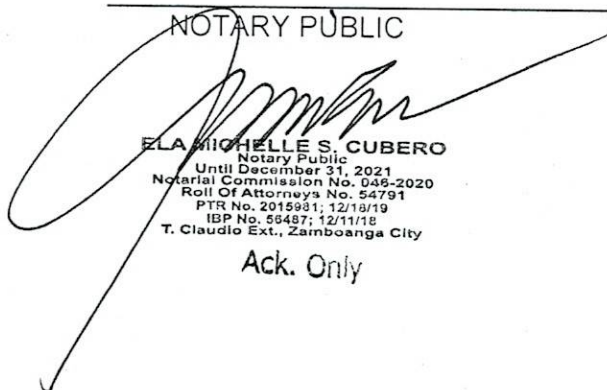
BEFORE ME, a Notary Public for and in the City of Zamboanga, on this MAY 06 2020
day _____, _____ personally appeared:

<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>ALLEN YU GO</u>	<u>SSS ID</u>	<u>10-0376324-6</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 MAY 06 2020 day of _____, 2020 at Zamboanga City.

Doc. No. 909 ;
Page No. 78 ;
Book No. 90 ;
Series of 20 20 ;

NOTARY PUBLIC

ELA MICHELLE S. CUBERO
Notary Public
Until December 31, 2021
Notarial Commission No. 046-2020
Roll Of Attorneys No. 54791
PTR No. 2015931; 12/19/19
IBP No. 56487; 12/11/18
T. Claudio Ext., Zamboanga City
Ack. Only