

CONTRACT OF AGREEMENT
CATERING SERVICES FOR HOSTING OF NATIONAL LAW ENFORCEMENT COORDINATING
COMMITTEE, SUB COMMITTEE ON INTERNATIONAL LAW ENFORCEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this CONTRACT OF AGREEMENT made and entered into by and between;

The **BUREAU OF FIRE PROTECTION**, a government agency created by virtue of DILG Act of 1990 with office address at BFP National Headquarters Building, Brgy. Bagong Pag-asa, Agham Road, Quezon City represented herein by its **DIRECTOR LEONARD R BAÑAGO DSC, Chief BFP**, who is authorized to represent and bind said office in this Contract, hereinafter referred to as the **FIRST PARTY**.

and

DONGUSTUHIN FOOD SERVICES, a business entity with principal business address at Agham Road, Brgy Bagong Pag asa, Quezon City represented by **MR. DONATO C. DELA CRUZ** to act for and in behalf of the company, hereinafter referred to as the **SECOND PARTY**.

WITNESSETH THAT:

WHEREAS, a Request for Quotation (RFQ) for the Catering Services for Hosting of National Law Enforcement Coordinating Committee, Sub Committee on International Law Enforcement in the amount of **Thirty Five Thousand Pesos (Php 35,000.00)** was published at Philippine Government Electronic Procurement System (PhilGeps) website and other conspicuous place within the BFP premises;

WHEREAS, the **SECOND PARTY** is willing to deliver the items as stated in its quotation form amounting to **Thirty Five Thousand Pesos (Php 35,000.00)** and comply with the requirements of the **FIRST PARTY**;

WHEREAS, the **FIRST PARTY** approved Alternative Methods of Procurement Committee Resolution No 2018-SVP-006A dated 26th day of February 2018, recommending the award for the Catering Services for Hosting of National Law Enforcement Coordinating Committee, Sub Committee on International Law Enforcement under Small Value Procurement to the **SECOND PARTY**;

NOW THEREFORE, for and in consideration of the foregoing premises and mutual covenant, the parties hereto have agreed to the following terms and conditions:

ARTICLE I – SCOPE OF CONTRACT

1. The **SECOND PARTY** binds itself to deliver the aforesaid items on March 14, 2018 at BFP National Headquarters Building, Brgy Bagong Pag-asa, Agham Road, Quezon City, Philippines;
2. The submitted documents, purchase request and request for quotation form shall be made as integral part of this contract, hereto attached;

ARTICLE II – CONTRACT PRICE

1. As a consideration for the faithful performance and satisfactory accomplishment of all obligations of the **SECOND PARTY** under this contract the **FIRST PARTY** shall pay to the **SECOND PARTY** the total contract price of **Thirty Five Thousand Pesos (Php 35,000.00)** for the Catering Services for Hosting of National Law Enforcement Coordinating Committee, Sub Committee on International Law Enforcement; and
2. All fees, taxes and other similar charges, imposed by the Philippine Government shall be on the account of the **SECOND PARTY**;

ARTICLE III – TERMS AND PAYMENTS

1. The duty performance shall be rendered by the **SECOND PARTY** upon receipt of Notice to Proceed at BFP National Headquarters Building, Agham Road, Brgy Bagong Pag-asa, Quezon City, Philippines.

2. The full amount of the total contract price shall be paid by the **FIRST PARTY** payable in favour of the **SECOND PARTY**, only after submission of billing statement of the Catering Services for Hosting of National Law Enforcement Coordinating Committee, Sub Committee on International Law Enforcement;

ARTICLE IV - FORCE MAJEURE

1. The **SECOND PARTY** shall not be in default under this contract for any delay in the **PROJECT** caused by force majeure or fortuitous event, provided that the **SECOND PARTY** informs the **FIRST PARTY** in writing of such delay within ten (10) days after the cause of occurrence of the delay. Upon receipt of such notice of delay, the **FIRST PARTY** shall promptly ascertain the facts and the extent of the delay. The **FIRST PARTY's** decision shall be binding upon the **SECOND PARTY**;

2. No extension of time shall be granted to the **SECOND PARTY** if notice of delay is made after the expiration of the delivery as provided under this Contract;

ARTICLE V - PENALTY CLAUSE

In case the **SECOND PARTY** fails to effect the Project without any fault on the part of the **FIRST PARTY** an amount equivalent to one tenth of one percent (1/10 of 1%) of the total value of the undelivered units shall be deducted each day of delay as penalty. A penalty shall be deducted from any source that may be payable to the **SECOND PARTY** or levied upon the performance bond;

ARTICLE VI - ARBITRATION

Any dispute or unresolved differences arising out of or in connection with this contract that cannot be amicably settled by and between parties thereto, shall be referred first for arbitration in Quezon City, Philippines before recourse to Courts of competent jurisdiction shall be availed of;

IN WITNESS WHEREOF, the Parties hereby affix their signatures on this _____ at Quezon City, Philippines.

MAR 08 2016

FIRST PARTY:

SECOND PARTY:


LEONARD R BAÑAGO
FIRE DIRECTOR (DSC)
Chief, BFP


DONATO C DELA CRUZ
DONGUSTUHIN FOOD SERVICES

Signed in the presence of:


GINA M. CONZALES, CPA
CHIEF ACCOUNTANT
Signature over printed name
P-NRQ


CHRISTIAN ANGELES
Signature over printed name

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) ss.
X-----X

BEFORE ME this ~~MAR 0 0 2018~~ personally appeared the following contracting parties namely:

DIRECTOR LEONARD R BAÑAGO **BFP ID NO 18-B88014** **Expiry Date Jan 7, 2020**
DONATO C DELA CRUZ **Tin No. 292-145-876**

known to me to be the same persons who executed the foregoing and acknowledged to me that the same is their own free and voluntary act and deed as well as those of the entities herein represented.

This Contract, consists of three (3) pages including this page, is signed by the parties and their witnesses on each and every page thereof. This refers to the Catering Services for Hosting of National Law Enforcement Coordinating Committee, Sub Committee on International Law Enforcement by **DONGUSTUHIN FOOD SERVICES**.

IN WITNESS WHEREOF, I hereby affixed my signature on the date and place first above written.

NOTARY PUBLIC

Florimond C. Rous
ATTY. FLORIMOND C. ROUS
Notary Public for Quezon City
Until December 31, 2018
PTR No. 5521227/1-3-18 / Q.C.
IBP LIFETIME NO. 00315
ROLL NO. 28765 / TIN 142-154-936
MCLE 5 Comp-00001549; 1-22-2014
Adm Matter No. 162 / RTC-QC / 2018

Book No. III
Page No. 10
Doc No. 49
Series of 2018

[Handwritten signature]



Republic of the Philippines

DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT
BUREAU OF FIRE PROTECTION

Work Order No.

LWO-18-03-007

Date Issued:

TO: DONGUSTUHIN FOOD SERVICES
Address: Agham Road, Brgy Bagong Pagasa, Quezon City
Tel/Fax: 0947 711 5164
Pin No: 292-145-876-000

Mode of Procurement

NP-SVP

Completion time from the date this Work Order is received by the

Delivery Terms:

March 14, 2018

CONTRACTOR: DONGUSTUHIN FOOD SERVICES
Place of Delivery: BFP-National Headquarters

ITEM NO.	UNIT	QUANTITY	SCOPE OF WORK/WORK TO BE DONE	UNIT PRICE	TOTAL COST
	px	100	Catering Services for Hosting of National Law Enforcement Coordinating Committee, Sub Committee on International Law Enforcement	350.00	35,000.00
			Services: Catering service shall be guided buffet for lunch (flowing coffee and water inside conference room)		
			Meals : *** Lunch: 3 viands (beef salpicao, roasted chicken, fish fillet), rice, desert (buko pandan), soup of the day with drinks (juice)		
			-X-X-X-X-X-X-nothing follows-X-X-X-X-X-X-		
GRAND TOTAL LABOR AND MATERIALS					Php35,000.00

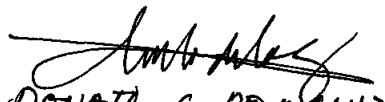
Received Work Order and held myself binding to the terms and condition specified herein.

Approved:


LEONARD R BAÑAGO
FIRE DIRECTOR (DSC)
Chief, BFP



Authorized Official

Conformed:


DONATO C DECA

(Signature over printed name)

March 9, 2018
(Date)

Acquisitioning Office/Dept.	Funds Available:	Amount
 CSUPT JOSELITO A CORTEZ, DSC Director for Operations/ Director in Charge 4th National Fire Olympics Authorized Official	 GINA H GONZALES, CPA Chief Acctg Div, Dir for Compt, BFP - NHQ CHIEF ACCOUNTANT	_____
		OBR No. _____



Republic of the Philippines
 Department of the Interior and Local Government
BUREAU OF FIRE PROTECTION
NATIONAL HEADQUARTERS
 Agham Road, Barangay BagongPag-asa, Quezon City
 Telefax Number: (02) 426 - 4399
 Email: ofcbfp@gmail.com



STD FORM NO. SF-GOOD-56
 Rev on 24 May 2004

NOTICE TO PROCEED

 (Date)

MR. DONATO C DELA CRUZ
DONGUSTUHIN FOOD SERVICES
Agham Road, Brgy Bagong Pag Asa
Quezon City

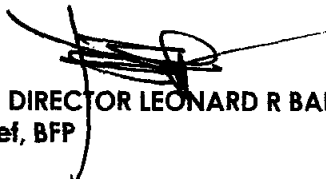
Dear Mr. Dela Cruz:

The attached Contract of Agreement and Work Order Number LWO-18-03-007 having been approved, notice is hereby given to DONGUSTUHIN FOOD SERVICES as per Alternative Methods of Procurement Committee Resolution No. 2018-SVP-006A that work may commence on the Catering Services for Hosting of National Law Enforcement Coordinating Committee, Sub-Committee on International Law Enforcement effective upon receipt of Notice to Proceed.

You are responsible for performing the services under the terms and conditions of the contract and in accordance with the implementation schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Bureau of Fire Protection, National Headquarters.

Very truly yours,



FIRE DIRECTOR LEONARD R BAÑAGO, DSC
Chief, BFP

I acknowledge receipt of Notice on March 12, 2018
 Name of Bidder/Representative DONATO C DELA CRUZ
 Authorized Signature [Handwritten Signature]