

**CONTRACT OF AGREEMENT**  
**PROCUREMENT OF OTHER SUPPLIES**  
**(CATERING SERVICES FOR THE CONDUCT OF BFP-NHQ LENTEN RECOLLECTION)**

**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 Procurement of Other Supplies (Catering Services for the Conduct of BFP-NHQ Lenten Recollection) in the amount of **Seventy Thousand Pesos (Php70,000.00)** 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 required services as stated in its quotation form amounting to **Seventy Thousand Pesos (Php70,000.00)** and comply with the requirements of the **FIRST PARTY**;

**WHEREAS**, the **FIRST PARTY** approved Alternative Methods of Procurement Committee Resolution No 2018-SVP-007A dated 26<sup>th</sup> day of February 2018, recommending the award for the Procurement of Other Supplies (Catering Services for the Conduct of BFP-NHQ Lenten Recollection) 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 Catering Services for the Conduct of BFP-NHQ Lenten Recollection for 140 participants on March 21, 2018 at DILG NAPOLCOM Center EDSA corner Quezon Avenue, Quezon City;
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 **Seventy Thousand Pesos (Php70,000.00)** for the Procurement of Other Supplies (Catering Services for the Conduct of BFP-NHQ Lenten Recollection); 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 for the Procurement of Other Supplies (Catering Services for the Conduct of BFP-NHQ Lenten Recollection);

### 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  
~~MAR 00 2018~~ at Quezon City, Philippines.

**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 H GONZALES, CPA  
CHIEF ACCOUNTANT

Signature over printed name

  
**CHRISTIAN ANGELES**

Signature over printed name

**ACKNOWLEDGMENT**

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

BEFORE ME this MAR 08 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 Procurement of Other Supplies (Catering Services for the Conduct of BFP-NHQ Lenten Recollection) 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. 25769 / TIN 132-154-935  
MCLE 5 Comp-0001549; 1-22-2014  
Adm Order No. 102 / RTO-QC / 2013

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Series of 2018

*[Handwritten signature]*



Republic of the Philippines

**DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT  
BUREAU OF FIRE PROTECTION**

Work Order No.

**LWO-18-03-014**

Date Issued:

**TO: DONGUSTUHIN FOOD SERVICES**  
Add: Agham Road, Brgy Bagong Pag asa, Quezon City  
Tel/Fax 0947 711 5164  
Tin No 292-145-876-000

Mode of Procurement

**NP-SVP**

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

Delivery Terms:

CONTRACTOR: DONGUSTUHIN FOOD SERVICES  
Place of Delivery: Place of Event

**March 21, 2018**

ITEM NO.	UNIT	QUANTITY	SCOPE OF WORK/WORK TO BE DONE	UNIT PRICE	TOTAL COST
<b>Other Supplies (Catering Services)</b>					
			Catering Services for the Conduct of BFP-NHQ Lenten Recollection at DILG NAPOLCOM Center EDSA corner Quezon Avenue, Quezon City		
			Services: 1. The Catering Services shall be guided buffet for lunch, plated meal for morning and afternoon snacks for one (1) day.		
			Meals and snacks:		
	pax	140	AM Snacks with drinks: Tuna sandwich and potato chips with drinks (juice)	75.00	10,500.00
	pax	140	Lunch: 3 viands (beef salpicao, fish fillet, roasted chicken) glaze mix vegetables, plain steamed rice, dessert, soup of the day and drinks (juice)	350.00	49,000.00
	pax	140	PM snacks with drinks: pasta and potato chips with drinks (juice) flowing coffee and caramel bar inside the conference room	75.00	10,500.00
			-X-X-X-X-X-X-nothing follows-X-X-X-X-X-X-		

**GRAND TOTAL LABOR AND MATERIALS**

**Php70,000.00**

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

Conforme:

**DONATO C DE LA CRUZ**

(Signature over printed name)

March 12, 2018

(Date)

Requisitioning Office/Dept.

Funds Available:

**SUPT RANDY C BALUSO, T'Occarm**  
Chief, Chaplain Service Unit  
Authorized Official

**GINA H GONZALES, CPA**  
Chief Acctg Div, Dir for Compt, BFP - NHQ  
CHIEF ACCOUNTANT

Amount \_\_\_\_\_

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](mailto: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-18-03-014 having been approved, notice is hereby given to DONGUSTUHIN FOOD SERVICES as per Alternative Methods of Procurement Committee Resolution No. 2018-SVP-007A that work may commence on the Procurement of Other Supplies (Catering Services for the Conduct of BFP-NHQ Lenten Recollection) 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 13, 2018  
Name of Bidder/Representative DONATO C DELA CRUZ  
Authorized Signature