

March 20
167

CONTRACT OF AGREEMENT
FOODS AND DRINKS (SERVICE LUNCH FOR THE INCOMING PNPA GRADUATES)

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

MAGSINO'S BAKESHOP AND CATERING SERVICES, a business entity with principal office address at #28 Tamblot Street, Barangay Masagana, Project 4, Quezon City represented by **MS IMELDA D MAGSINO** 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 Foods and Drinks (Service Lunch for the Incoming PNPA Graduates who opted to Join the BFP) in the amount of **Seventy Thousand Pesos (Php 70,000.00)** 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 (Php 70,000.00)** and comply with the requirements of the **FIRST PARTY**;

WHEREAS, the **FIRST PARTY** approved BFP Alternative Mode of Procurement Committee Resolution No 2018-SVP-018A dated 6th day of March 2018, recommending the award for the Foods and Drinks (Service Lunch for the Incoming PNPA Graduates who opted to Join the BFP) under Negotiated 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 required services on March 26, 2018 at 7th Floor Gen Madriaga Hall, BFP-NHQ, Agham Road, Brgy Bagong Pag-asa, 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 **Seventy Thousand Pesos (Php 70,000.00)** for the Foods and Drinks (Service Lunch for the Incoming PNPA Graduates who opted to Join the BFP); and
2. All fees, taxes and other similar charges, imposed by the Philippine Government shall be on the account of the **SECOND PARTY**;

Imelda D Magsino

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 the submission of the billing statement of the Foods and Drinks (Service Lunch for the Incoming PNPA Graduates who opted to Join the BFP);

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.

FIRST PARTY:

SECOND PARTY:



LEONARD R BAÑAGO
FIRE DIRECTOR (DSC)
Chief, BFP


IMELDA D MAGSINO
MAGSINO'S BAKESHOP AND CATERING SERVICES

Signed in the presence of:


GINA H GONZALES, CPA
CHIEF ACCOUNTANT

Signature over printed name


Merly Arriaga
Signature over printed name

ACKNOWLEDGMENT

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

BEFORE ME this 13th of March 2018 personally appeared the following contracting parties namely:

DIRECTOR LEONARD R BAÑAGO BFP ID NO 18-B88014 Expiry Date Jan 7, 2020

IMELDA D MAGSINO PNP ID No. 0061 Expiry Date: Feb 17, 2021

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 Foods and Drinks (Service Lunch for the Incoming PNPA Graduates who opted to Join the BFP) by **MAGSINO'S BAKESHOP AND CATERING SERVICES**.

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

Magsino

Book No. I
Page No. 43
Doc No. 207
Series of 2018

ATTY. RODOLFO C. SABIO
Notary Public
NOTARY PUBLIC
Commission No. 42 Until December
Quezon City
120 Kalantiaw St., Proj. 4. Q.C.
IBP Lifetime Member Roll No. 06553
PTR No. 3761622 C : 1-3-17, Q.C.
Roll No. 34345
MCLE Exempted (SC-V-129
Feb. 22-2016 ; Until Feb. 15, 2019

[Handwritten mark]



Republic of the Philippines
DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT
BUREAU OF FIRE PROTECTION

Work Order No.

LWO-18-03-018

Date Issued:

MAR 14 2018

Mode of Procurement

NP-SVP

Delivery Terms:

March 26, 2018

TO: MAGSINO'S BAKESHOP AND CATERING SERVICES
 Add: 28 Tamblot St., Brgy Masagana, Project 4, Quezon City
 Tel/Fax +63905 3927019
 Tin No 157-364-353-000

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

CONTRACTOR: Magsino's Bakeshop and Catering Services
 Place of Delivery: BFP-National Headquarters

ITEM NO.	UNIT	QUANTITY	SCOPE OF WORK/WORK TO BE DONE	UNIT PRICE	TOTAL COST
	px	200	<p align="center">Foods and Drinks (Service Lunch for the Incoming PNPA Graduates who Opted to Join the BFP)</p> <p>Provisions: > Rice with 3 viands (chicken cordon bleu, roasted beef and fish fillet with tartar sauce), crab and corn soup, mixed vegetables, assorted fresh fruits, coffee jelly, juice and drinking water</p> <p>Inclusion: > Skirting tables and chairs > Motiff: Choice of the end user Full set-up</p> <p align="center">-X-X-X-X-X-X-nothing follows-X-X-X-X-X-X-</p>	350.00	70,000.00
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:

Imelda B. Magsino
 (Signature over printed name)

March 15, 2018
 (Date)

Requisitioning Office/Dept.	Funds Available:	Amount
 SSUPT ROMEL C. TRADIO Director for Human Resource Dev't 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 Bagong Pag-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

MAR 15 2018

(Date)

MS. IMELDA D MAGSINO
Magsino's Bakeshop and Catering Services
#28 Tamblot St., Bray Masagana,
Project 4, Quezon City

Dear Ms Magsino:

The attached Contract of Agreement and Work Order Number LWO-18-03-018 having been approved, notice is hereby given to Magsino's Bakeshop and Catering Services as per BFP Alternative Methods of Procurement Committee Resolution No. 2018-SVP-018A that work may commence on the Foods and Drinks (Service Lunch for the Incoming PNPA Graduated who opted to Join the BFP) 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 16, 2018
 Name of Bidder/Representative Imelda D. Magsino
 Authorized Signature [Handwritten Signature]