

CONTRACT OF SERVICE

(Provision of Meals)

KNOWN ALL MEN BY THESE PRESENTS:

This Contract of Service made and entered into by and between:

The **OFFICE OF CIVIL DEFENSE**, a government agency with principal office and postal address at Camp General Emilio Aguinaldo, Quezon City herein represented by its Administrator, **USEC RICARDO B. JALAD**, of legal age, Filipino, hereinafter known as the **OCD**;

-and-

MACKUSINA DE KAFE with office and postal address at #5 Soldiers Mall, Camp General Emilio Aguinaldo, Quezon City and herein represented by its Authorized Representative, Ms. **MARIFE A. CASTIDADES**, of legal age, hereinafter known as the **"SERVICE PROVIDER"**.

RECITALS

WHEREAS, the **OCD** and the **SERVICE PROVIDER** had earlier entered into a contract for the **"Provision of Meals for OCD Skeleton Workforce for the 3rd Quarter of CY 2021"** for the period 01 July to 30 September 2021 during the General Community Quarantine (GCQ);

WHEREAS, since the President declared the imposition of Enhanced Community Quarantine (ECQ), the **OCD** entered into a **Contract of Service from 01 July 2021 until 30 September 2021** for the sum of **Five Million One Hundred Fifty Two Thousand Pesos Only (Php5,152,000.00)** only, hereinafter called **"CONTRACT PRICE"**;

NOW, THEREFORE, for and in consideration of the foregoing, the parties have agreed and stipulate as follows:

1. **SERVICE PROVIDER** must comply with or provide the **OCD** with Meals (Breakfast, Lunch and Dinner) from 01 July 2021 until 30 September 2021 as follows:
 - a) Delivery Time:
Breakfast – 7:00 am
Lunch – 11:00 am
Dinner – 6:00 pm

USEC RICARDO B. JALAD

DIR. EDGAR L. POSADAS

MARIFE A. CASTIDADES

WITNESS

No. of Pax	Meal/ Snack	Serving Arrangement	Inclusive Date	Menu	Qty (days)	Estimated Unit Cost	Estimated Cost
220	Breakfast	Packed	July 1 to September 30, 2021	Choice of one (Tocino, Tapa, Longganisa, Fish) with 1 egg	92	85.00	1,720,400.00
220	Lunch			Two Viands (choice of chicken, seafood, pork, beef & vegetables) with dessert and 1 beverage	92	135.00	2,732,400.00
100	Dinner			Two Viands (choice of chicken, seafood, pork, beef & vegetables) with dessert and 1 beverage	92	135.00	1,215,000.00
						TOTAL	5,667,800.00

- b) Ensure that food is package in biodegradable food containers that will contain the freshness and will avoid spillage of sauce/soup/oil, etc.
 - c) Ensure proper handling and delivery to prevent contamination and wreckage of food containers by placing them in food delivery trays.
2. **OCD** shall be charged by the **SERVICE PROVIDER** for the actual number of meals delivered.
 3. The payment due to the **SERVICE PROVIDER** shall be paid by the **OCD** within 60 days after the receipt of submitted billing statement/ statement of account.
 4. In case of breach of this Contract by the Service Provider, a penalty of one-tenth of one percent (0.001) of the total value of the goods/services purchased shall be deducted for each day in the delivery of goods/services ordered.
 5. If any dispute or difference of any kind shall occur between **OCD** and the Service PROVIDER arising out of this Contract, the parties shall make every effort to resolve amicably such dispute/difference by mutual consultation. Any and all disputes arising from the implementation of this Contract shall be resolved in accordance with R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004". In case of a court suit arising from such dispute, controversy/claims, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts;



WHEREFORE, in consideration of the foregoing premises, the parties hereto have agreed to the abovementioned terms and conditions;

IN WITNESS WHEREOF, the parties have hereunto affixed their Signature this _____ at _____, Philippines.

OFFICE OF CIVIL DEFENSE

By:



USEC RICARDO B JALAD
Administrator, Office of Civil Defense


EDGAR L. POSADAS
Director, Administrative and Financial
Management Service

MAC KUSINA DE KAFE

By:



MS. MARIFE A. CASTIDADES
Authorized Representative


WITNESS

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in Quezon City, personally appeared the following persons, presenting their respective evidence of identity to wit:

Name	Government I.D.	Date & Place Issued
USEC RICARDO B. JALAD		
MARIFE A. CASTIDADES	DL No. N01-03001879	until 03/04/22

and presented to me that their respective signatures on the foregoing instrument was voluntarily affixed by them for purposes stated in the instrument and who declared that they have executed the foregoing instrument as their free and voluntary act and deed.

This instrument consists of only three (3) pages, including this page in which this acknowledgement is written, duly signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND SEAL this **NOV 22 2021** day of _____, 2021 at QUEZON CITY, Philippines.

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Series of 2021

Herminia A. Bati
ATTY. HERMINIA A. BATI
Notary Public
Until December 31, 2021
With Extension of Commission
From NP-0017(2019-2020) and B.M. No. 3795
PTR No. 9840483 01/06/2021
IBP No. 099981 12/26/2019
Quezon City
Roll No. 43864
MCL FCC No. V-0005727 01/28/15
No. 5 15th Ave., Socorro
NOTARY PUBLIC