

Republic of the Philippines
DEPARTMENT OF ENERGY
3rd Floor Tolentino 2020 Bldg., Candelaria Ave.,
Ecoland, Matina, Davao City

**CY 2024 SERVICE AGREEMENT FOR THE SUPPLY AND DELIVERY OF MEALS
DURING VARIOUS ACTIVITIES OF THE MINDANAO FIELD OFFICE**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this _____ day of _____, 2024 by and between:

The **DEPARTMENT OF ENERGY (DOE)**, a government agency created under Republic Act (R.A.) No. 7638, as amended thru its Mindanao Field Office, with office address at 3rd Floor Tolentino 2020 Bldg., Candelaria Ave., Ecoland, Matina, Davao City, represented herein by its Director for Mindanao Field Office, **NILO J. GEROCHE**, hereinafter referred to as the "**CLIENT**";

-and-

COCINA VASCA CATERING SERVICES, a sole proprietorship duly organized and existing under the laws of the Republic of the Philippines, with address at Vizon St., Bo. Obrero, Brgy. 14-B, Davao City represented in this Act by **JANE F. LOPEZ** its Proprietress, hereinafter referred to as the "**CONTRACTOR**".

The **CLIENT** and **CONTRACTOR** are hereinafter collectively referred to as "**PARTIES**" and individually as "**PARTY**".


WITNESSETH:

WHEREAS, the **CLIENT** is in need of a duly licensed company to supply and deliver meals for various activities of the Department of Energy – Mindanao Field Office;

WHEREAS, the **CONTRACTOR** is a duly licensed company whose line of business involves food catering services;

WHEREAS, the Notice of Award was issued to Supplier last August 16, 2024;

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the mutual covenants and stipulations hereinafter set forth, the Parties hereby agree, and by these



The **CONTRACTOR** agrees to provide the following services to the **CLIENT**:

- 1.1 **SUBJECT MATTER.** On the provision of food/meal pack meals as per request/order of **CLIENT**, the **CONTRACTOR** shall provide an updated list of menu with corresponding descriptions one (1) week before the activity. The minimum order per activity shall include at least ten (10) sets of meals.

LUNCH MEAL

inclusive of the following:

- 1 rice with 2 viands and its corresponding condiments, if any;
- 1 vegetable;
- 1 drink;
- 1 dessert (fruits/pastries/salad);
- set of utensils

AM/PM SNACKS

inclusive of the following:

- 1 serving of pasta/noodles or sandwich/bread or native pastries)
- 1 drink;
- 1 dessert (fruits/pastries/salad);
- with utensils

The number of meals, as well as the official menu, may be communicated or requested to the supplier 2-3 days before the event. The quantity of orders may, however, be increased should the need arises such as when there are expected guests. The said increase of order shall be communicated to the client one (1) day before the event.

- 1.2 **Delivery.** The **CONTRACTOR** agrees to provide free delivery of food packs to the **CLIENT** in a timely manner. The **CLIENT** will specify the recommended schedule of delivery, with a minimum order requirement of ten (10) food packs per event. The required number of food packs should be delivered at least one (1) hour before the scheduled snack or mealtime.

- 1.3 **Charges based on Actual Orders Served.** The **CONTRACTOR's** service charges to the **CLIENT** will be based on the actual number of orders served. Expenses may vary according to the **CLIENT's** specific requirements for each occasion or activity.

2. **PAYMENT.** For and in consideration of the services to be rendered under this Contract, the **CLIENT** shall pay the **CONTRACTOR** the amount commensurate to the actual orders received by the **CONTRACTOR** in favor of the **CLIENT** during the transaction



CONTRACTOR with the accumulated total contract price not to exceed **ONE HUNDRED FIFTY THOUSAND PESOS ONLY (Php 150,000.00)**.

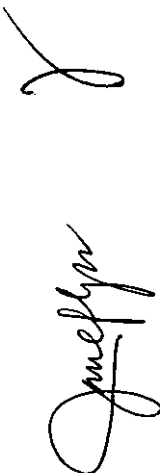
DESCRIPTION	QUANTITY	PRICE
LUNCH MEAL	Per Order	P 350.00
AM SNACKS	Per Order	P 150.00
PM SNACKS	Per Order	P 150.00

3. **ESCALATION CLAUSE.** The **CONTRACTOR** hereby agrees that there shall be no escalation of the Contract Price during the term of this Contract. The **CLIENT** shall pay the **CONTRACTOR** at least fifteen (15) calendar days from receipt of the billing from the **CONTRACTOR**, together with the required documents for purposes of processing thereof.

4. **EFFECTIVITY.** This Contract shall be effective beginning on August 2024 and shall be effective in full force and effect until 31 December 2024. The **PARTIES** expressly agree that the services rendered herein are extremely vital to the **CLIENT**, such that in the event of any cause or reason beyond the control of the **CONTRACTOR**, such as strikes, lockouts or labor disputes among **CONTRACTOR**'s employees which may otherwise disrupt or prevent the **CONTRACTOR** from performing or rendering the services herein, the **CLIENT** shall have the right to terminate this Contract by giving the **CONTRACTOR** seventy-two (72)-hours prior written notice;

5. **BREACH OF CONTRACT.** It is expressly agreed upon that in the event of breach of any provision of this Contract by **CONTRACTOR**, or of a valid claim of **CLIENT** against **CONTRACTOR**, **CLIENT** shall have the irrevocable authority to retain or automatically set-off and apply without notice all funds, credits, payments, securities, moneys and/or accounts receivable that are in possession and control of **CLIENT** that may be due or owing to **CONTRACTOR**.

6. **SEVERABILITY.** In the event any provision of this Contract is declared invalid, null, void or unenforceable, the said declaration shall not affect the other provisions which shall remain valid, effective and enforceable. It is understood that all the covenants and conditions contained in this Contract constitute the entire agreement between the **PARTIES** hereto with respect to the subject matter hereof and shall supersede all previous negotiations, agreements, commitments and writings, signed by a duly authorized representative of each of the **PARTIES** herein.



7. **RESCISSION.** The **CLIENT** hereby reserves the right to rescind, terminate, or abrogate this Contract with the **CONTRACTOR** upon seventy-two (72)-hours prior written notice to the latter in any of, but not limited to, the following instances:
- a) Submission of falsified or forged licenses, as well as other falsified documents and reports; and
 - b) Breach by the **CONTRACTOR** of its obligations and the terms and conditions under this Contract.

8. **WARRANTIES.** The **CONTRACTOR** warrants that it or any of its officials or representatives, has not given or promised to give any money or gift to any employee/official of the **CLIENT** to influence the decision regarding the awarding of this Contract, nor the **CONTRACTOR** or its officials or representatives have exerted or utilized any unlawful influence on any employee/office of the **CLIENT** to solicit or secure this Contract through an agreement to pay a commission, percentage, brokerage, or contingent fee. The **CONTRACTOR** hereby agrees that any breach of these warranties shall be a sufficient ground for the **CLIENT**, at its discretion, to terminate or cancel this Contract, or deduct such commission, percentage, brokerage, or contingent fees from the Contract Price, without prejudice to the **CLIENT**'s or any other person's civil or criminal liability under the Anti-Graft Law and other applicable laws;

The **CONTRACTOR** warrants that it shall obtain and maintain the necessary permits, licenses, and safety standards required by national and local authorities, or by civilian or military authorities, in order to continue operating legally;

9. **FEES.** Any taxes, duties, fees, charges and all other legal exactions arising by virtue of this Contract shall be for the account of the **CONTRACTOR**. It is further understood that the **CLIENT** shall deduct and withhold the applicable withholding taxes, if any and if deemed necessary, from its payments to the **CONTRACTOR** under this Contract pursuant to the requirements of law;

10. **SETTLEMENT OF DISPUTES.** All disputes arising between the **PARTIES** as to the interpretation, operation or effect of any clause in the Agreement or any other difference between the **PARTIES** shall first be resolved amicably. In case of failure, the Rules on Alternative Dispute Resolution (ADR) under R.A. No. 9285 shall apply;

11. **VENUE.** As much as possible, disputes shall be settled amicably between the **PARTIES**. However, in the event either **PARTY** to this Contract shall take judicial action, the

that writs of attachment, injunction, replevin, seizure, etc. issued thereby may be served and enforced anywhere in the Philippines; and

12. The **CONTRACTOR** is aware that the **CLIENT** is a government agency and as such, is subject to certain legal requirements and procedures not normally required of private corporations. The **CONTRACTOR**, nevertheless, agrees that whenever such legal requirements and procedures apply to this Contract and affect its validity, effectivity or implementation, this Contract shall be considered amended accordingly, to enable the **CLIENT** to comply with such requirements. For its part, the **CLIENT** undertakes to exert its best efforts to immediately comply with the requirements in a most equitable manner consistent with good faith.

IN WITNESS WHEREOF, the **PARTIES** hereto have signed this Contract in Davao City this _____ day of _____, 2024.

**DEPARTMENT OF ENERGY
(CLIENT)**

**COCINA VASCA CATERING SERVICES
(CONTRACTOR)**

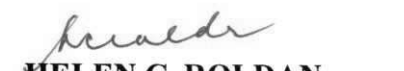
By:

By:


NILO J. GEROCHE
Director
Mindanao Field Office


JANE F. LOPEZ
Proprietress

SIGNED IN THE PRESENCE OF:


HELEN C. ROLDAN
OIC, Accounting Division
CAF No. 01-24-09-314
CAF Date: September 24, 2024
DBR No. 02-010101-2024-C9-05892
P 150, 000.00



Witness

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES) S.S.

DAVAO CITY)

BEFORE ME, a Notary Public in and for the _____ on this ____ day of _____, 20____, personally appeared:

NILO J. GEROCHE, with Taxpayer's Identification No. 133-506-525 issued at Davao City, in his capacity as Director for Mindanao Field Office of the **DEPARTMENT OF ENERGY**.

-and-

JANE F. LOPEZ with Taxpayer's Identification No. _____ issued at _____ in her capacity as Proprietress of **COCINA VASCA CATERING SERVICES**.

both known to me to be the same persons who executed and signed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed and that of the office and/or sole proprietorship/partnership/corporation which they respectively represent, and that they are duly authorized to sign the same.

This document refers to the CY 2024 Service Agreement for the Supply and Delivery of Meals During Various Activities of the Mindanao Field Office, duly executed by and between the Department of Energy – Mindanao Field Office, and Cocina Vasca Catering Services consisting of six (6) pages including this page on which this acknowledgement is written and all pages hereof have been signed by the **PARTIES** and their instrumental witnesses.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place written above.

Doc No. _____;

Page No. _____;

Book No. _____;

Series of 2024.