

**CATERING SERVICES AGREEMENT FOR THE
COVID-19 QUARANTINE FACILITIES AT THE NATIONAL GOVERNMENT
ADMINISTRATIVE CENTER, NEW CLARK CITY**

THE PUBLIC IS INFORMED:

This Contract is executed between:

BASES CONVERSION AND DEVELOPMENT AUTHORITY, a government instrumentality vested with corporate powers, created by virtue of Republic Act No. 7227, as amended with office address at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, herein represented by its President and CEO, **VIVENCIO B. DIZON**, who is duly authorized for this purpose by under BCDA Board Resolution No. 2020-12-134, Series of 2020, as evidenced by Secretary's Certificated dated 12 January 2021, hereto attached as Annex "A", and made an integral part hereof, and hereinafter referred to as "**BCDA**";

and

JANMAN CATERING SERVICES, with business address at Prk 4, San Rafael, Baruya, Lubao, Pampanga, and herein represented by its Sole Proprietor, **JANET M. DAYRIT**, hereinafter referred to as "**CONTRACTOR**".

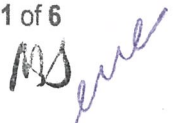
Individually referred to as "Party" and collectively "Parties"

ANTECEDENTS

In line with the National Action Plan for COVID-19 pandemic and in conformity with Resolution No. 16, dated 30 March 2020 of the Inter-Agency Task Force for the Management of Emerging Infectious Diseases (IATF) directing all local government units (LGUs) and government-owned and controlled corporations (GOCCs) to identify their respective government facilities that may be temporarily converted into isolation or quarantine facilities to address the COVID-19 Pandemic in the country, BCDA has identified the facilities at the South Tower of the New Clark City National Government Administrative Center (NCC NGAC) Government Building to be converted into temporary quarantine and medical treatment facilities to accommodate the Confirmed COVID-19 cases (with mild symptoms) from Clark, nearby provinces and other places in the country.

On 31 March 2020, BCDA received a letter from the IATF-EID approving the use of facilities in Clark Freeport Zone and New Clark City as isolation or quarantine facilities for positive COVID-19 patients with mild symptoms and suspected and probable patients and instructed to hasten the completion of the necessary works to use the facilities as soon as possible.

In view of the constant rise of COVID-19 cases within Region 3 (particularly in Pampanga and Tarlac), there is a need to further extend the use of the Quarantine Facilities for the period of 6 months. To facilitate the need to support the health care workers and Confirmed COVID-19 patients (with mild symptoms), BCDA has procured the services of the SERVICE PROVIDER through Negotiated Procurement (under Emergency Cases) pursuant to the Section 53 (b) of Republic Act (RA) No. 9184 and Section 53.2 of the 2016 Revised Implementing Rules and Regulations (IRR) of RA 9184 following the Republic Act No. 11494 or the Bayanihan to Recover as One Act (Bayanihan 2) for the selection of a service provider which will cater to the afore-cited need of BCDA. Under RA No. 11494, the GPPB, in its Resolution No. 18-2020,



approved the use of the relevant procedure and requirements under the GPPB Circular no. 01-2020 dated 06 April 2020 for the procurement of general support services, which includes non-personal or contractual services and related or analogous services, Infrastructure Projects, Consulting Services covered under Bayanihan 2.

The CONTRACTOR agrees to serve BCDA for the supply and delivery of individually packed meals on a scheduled time as advised by BCDA for the patients, medical personnel and support personnel at the NCC COVID-19 Quarantine Facility.

By virtue of the authority given by the BCDA Board under Resolution No. 2020-12-134 to the Business Development Department as end user, a Notice of Award was issued to the CONTRACTOR.

ACCORDINGLY, the Parties hereto agree as follows:

Section 1. SPECIFIC UNDERTAKING

The CONTRACTOR is engaged to provide Individually packed meals on a scheduled time (the "Services") for the patients, medical personnel, and support personnel at the NCC COVID-19 Quarantine Facility.

Section 2. SCOPE OF SERVICES

The Services that will be provided by the CONTRACTOR shall consist of the following:

- a. Provision of food consisting of the following menu package:
 - Breakfast: Steamed rice, 2 viands (chicken, pork, beef, or seafood), fruits
 - Lunch: Steamed rice, 2 viands (chicken, pork, beef, or seafood), fruits
 - Dinner: Steamed rice, 2 viands (chicken, pork, beef, or seafood), fruits
- b. BCDA shall notify the CONTRACTOR on the actual number of meals to be prepared (Order List) at least a day prior to delivery, which shall be based on the number of patients, health care workers and other support personnel present.
- c. The CONTRACTOR must be able to adjust on the changes in orders (additional/subtractive) in case of emergency admission and/or mass discharge. Due notice shall be given by BCDA for any increase or decrease in the number of meals.
- d. Meals, in individual packing, shall be placed on a designated table on the following schedule:

Meal	Serving Time	Delivery Time
Breakfast	6:30 AM	1 hour ahead of serving time
Lunch	11:30 AM	
Dinner	6:30 PM	

- e. The CONTRACTOR shall deliver food in individual biodegradable package, clean, sealed, and presentable with paper cups, cutleries and table napkins.



- f. The CONTRACTOR must be flexible to the requirements of BCDA and must be readily available on call 24/7.

Section 3. STANDARD OF SERVICES

The CONTRACTOR shall fulfill its obligations under the Agreement by using its expertise and according to the best-accepted professional and industry standards. The CONTRACTOR shall exercise all reasonable skill, care, diligence, and prudence in the discharge of the duties agreed to be performed and shall always work in the best interest of BCDA. To attain these, the CONTRACTOR shall provide personnel with sufficient qualifications and experience to ensure the full and satisfactory accomplishment of the required Services/undertakings.

The Services shall be conducted by the CONTRACTOR in accordance with the instructions or directions made or to be made by BCDA from time to time. The CONTRACTOR shall conduct regular consultation with BCDA in relation to the undertaking of its responsibilities under this Agreement.

Section 4. CONTRACT PRICE AND MANNER OF PAYMENT

- a. For Services rendered, BCDA shall pay the CONTRACTOR once a month, preferably at the 30th day of each month, and will be paid upon submission of an accomplishment report, other supporting documents and statement of billing indicating the actual total meal deliveries for the period covered.
- b. The cost per meal and quantity shall be based on the following:

MEAL	UNIT COST (PhP)	QUANTITY (Estimated Maximum per day)
Breakfast	100.00	400
Lunch	150.00	
Dinner	150.00	
TOTAL	400.00	

The total contract price is PESOS: **TWENTY-EIGHT MILLION THREE HUNDRED SIXTY THOUSAND PESOS AND 00/100 (PhP 28,360,000.00).**

Section 5. TERM AND EFFECTIVITY

This Agreement shall take effect on 01 January 2021 until 30 June 2021, unless sooner terminated, or extended for compelling reasons.

Section 6. OTHER ACCOMMODATIONS

BCDA shall be responsible for providing the venue for the event and shall make proper coordinator with CONTRACTOR concerning other pertinent details of the event. BCDA shall also provide appropriate and adequate space for the CONTRACTOR where to hold and prepare the food.

Section 7. TERMINATION

BCDA may terminate this Agreement under the following circumstances:

- a. For causes attributable to the CONTRACTOR for failure to deliver or perform any or all of the Services within the specified period in the contract or as agreed upon between the Parties; and
- b. At any time, by giving at least thirty (30) calendar days' written notice to the CONTRACTOR.

Section 8. LIQUIDATED DAMAGES

The CONTRACTOR obliges itself to perform and complete all Services specified in its Agreement for each and every day catered. Should the CONTRACTOR fail to satisfactorily provide and deliver the Services hereunder within the time fixed in this Agreement or as may be previously agreed upon with BCDA on any day catered, liquidated damages shall be paid to BCDA in an amount equal to one-tenth of one percent (1/10 of 1%) of the applicable rate provided in Section 4. If the cumulative amount of liquidated damages reached ten percent (10%) of the total amount to be paid to the CONTRACTOR in this Agreement, it shall cause BCDA to rescind this Agreement, without prejudice to other courses of action and remedies open to it.

Section 9. REPRESENTATION AND WARRANTIES

Each of the Parties warrants that they have not offered or given, and shall not offer or give to, any employee, agent or representative of either Party, any gift, favor, or gratuity, with a view towards securing any business from one another, or influencing such persons with respect to the terms, conditions or performance of this Agreement.

Section 10. SETTLEMENT OF DISPUTES

The Parties agree to resolve any dispute that may arise between them with respect to this Agreement through good faith and amicable negotiation. Should it be inevitable for the Parties to go to court, the venue shall be the proper court of Taguig City to the exclusion of other courts of equal jurisdiction.

Section 11. NOTICES

Any notice, approval, authorization or request required or permitted to be given or made under this Agreement shall be made in writing, and shall be deemed duly given or made when it shall have been delivered by hand or sent by registered mail to the Party for whom it is intended at the said Party's address.

Section 12. CONFIDENTIALITY

The CONTRACTOR shall, by itself or through its representatives, hold and maintain confidential all information which may come into its possession, or knowledge in connection with the Contract or its performance in the course of the meeting catered, and not to make use thereof, other than for the purpose of the Agreement.

The CONTRACTOR undertakes that it shall make appropriate instructions to its employees or agents to strictly observe the confidentiality of any information acquired or obtained during the performance of the Services.

The obligation of the CONTRACTOR under this Section shall remain effective even beyond the termination of this Agreement.



Any violation of this provision by the CONTRACTOR shall be a ground for termination of this Agreement at the instance of BCDA and shall make it liable to BCDA for the penalty equal to ten (10) percent of the total consideration stipulated herein, without prejudice to any other course of action that BCDA may choose to pursue under the law.


Section 13. GENERAL PROVISION

- a. All work shall be completed in a professional manner, and if applicable, in compliance with all applicable laws.
- b. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform the work.
- c. CONTRACTOR is an independent contractor and not an employee of BCDA. That being the case, the CONTRACTOR shall be solely responsible to comply with labor laws and social legislations, and releases BCDA from any and all liabilities arising from any violation thereof;
- d. Any changes to this document must be in writing and signed by both CONTRACTOR and BCDA;
- e. The CONTRACTOR may not assign this Agreement without the prior written consent from BCDA.
- f. The invalidity or unenforceability of any portions or provisions of this Agreement shall not affect the validity of enforceability of any other portion or provision of the Agreement.
- g. This constitutes the entire agreement between BCDA and the CONTRACTOR, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

SIGNED BY THE PARTIES on _____ in Pampanga, Philippines

BASES CONVERSION AND DEVELOPMENT AUTHORITY

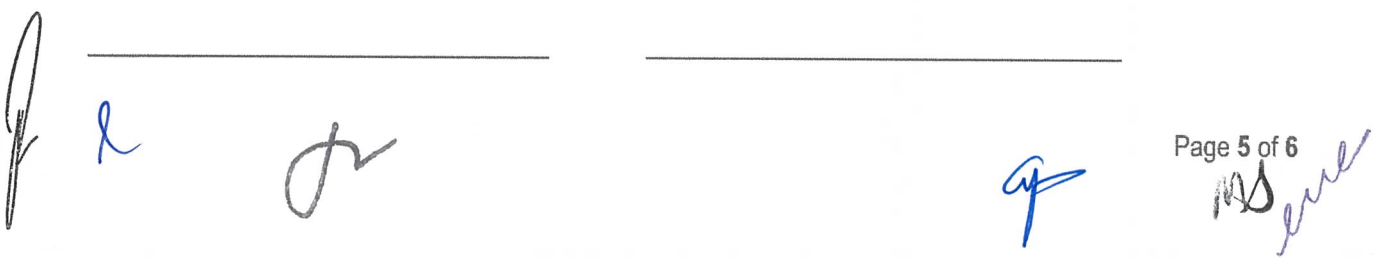
JANMAN CATERING SERVICES


VIVENCIO B. DIZON
President and CEO


JANET M. DAYRIT
Sole Proprietor



Signed in the Presence of



ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City) S.S.

BEFORE ME, a Notary Public for an in Taguig City, personally appeared the following:

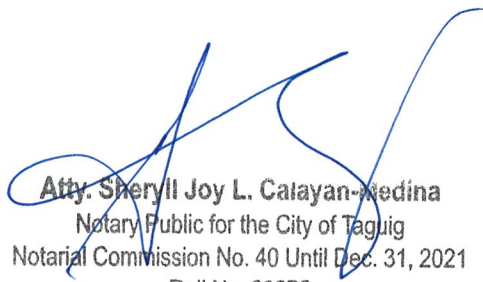
NAME	IDENTIFICATION DOCUMENT	DATE AND PLACE OF ISSUE
VIVENCIO B. DIZON	PH PASSPORT 50011573A	31 AUG 2017 / ORO MANILA
JANET M. DAYRIT	PH ID CARD #09-20171185-9	

known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their own free acts and the entities they represent.


SIGNED AND SEALED on APR 27 2021 in Taguig City.

Doc No. 379 ;
Page No. 090 ;
Book No. III ;
Series of 2021.





Atty. Sheryll Joy L. Calayan-Medina
Notary Public for the City of Taguig
Notarial Commission No. 40 Until Dec. 31, 2021
Roll No. 69275
IBP No. 135024 / 15 Dec 2020 / Manila IV
PTR No. A-5063223 / 04 Jan 2021 / Taguig
MCLE Compliance No. VI-0013968



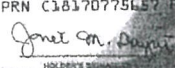

REPUBLIC OF THE PHILIPPINES
 Philippine Postal Corporation
POSTAL IDENTITY CARD


PHLPOST


JANET MANALANG DAYRIT
 PRK 4 SAN RAFAEL
 2005 LUBAO PAMPANGA

Date of Birth: 02 Apr 75 PHL
 Issuing Post Office: PAR-LB
 Valid Until: 01 Dec 20

PRN C18170775LE7 P-POSTAL


 HOLDER'S SIGNATURE


 Joel L. Otarra
 Postmaster General & CEO

PREMIUM




REPUBLIC OF THE PHILIPPINES
 Philippine Health Insurance Corporation

PhilHealth
Our Partner in Health

07-201291185-9
DAYRIT, JANET MANALANG
 APRIL 02, 1975 - FEMALE
 PRK 4 BARUYA (SAN RAFAEL) LUBAO, PAMPANGA




 HOLDER'S SIGNATURE


 0 7 2 0 1 2 9 1 1 8 5 9
INFORMAL ECONOMY

SECRETARY'S CERTIFICATE

Republic of the Philippines)
Taguig City) SS.

I, **ELVIRA V. ESTANISLAO**, of legal age, being the Corporate Secretary of the Bases Conversion and Development Authority (BCDA), with office address at the 2/F Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, do hereby certify that on the occasion of the 577th BCDA Board Meeting held on 16 December 2020 with a quorum being present, the Board of Directors, upon motion duly seconded, unanimously approved the following resolution:

Resolution No. 2020-12-134

Resolve, as it is hereby resolved, that the authority of BCDA to enter into direct negotiation with the NGAC Phase 1 Joint Venture for the lease of the 6,525 sq.m. area at the NGAC Government Building - South Tower and fifty (50) rooms at the NGAC Residences and with the service providers for the logistical requirements (laundry services, drinking water and catering services) for the Temporary COVID-19 Quarantine Facility for confirmed (with mild symptoms) patients and health care workers' residences at New Clark City for the contract period 01 January – 30 June 2021 following GPPB Circular 01-2020 pursuant to RA 11494 or the Bayanihan to Recover as One Act be, as it is hereby APPROVED.

Resolve further, as it is hereby further resolved, that the authority of the Business Development Department (BDD) (end-user) to directly negotiate or conduct procurement activities be, as it is hereby APPROVED.

Resolve further, as it is hereby further resolved, that the inclusion of the lease and logistical requirements for the aforementioned Temporary COVID-19 Quarantine Facility in the CY 2021 Annual Procurement Plan be, as it is hereby APPROVED.

Resolve finally, as it is hereby finally resolved, that the authority of the President and CEO to sign the Notice of Award (NOA), Notice to Proceed (NTP), contracts and other relevant documents for and on behalf of BCDA be, as it is hereby APPROVED.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 8th day of January 2021.


ELVIRA V. ESTANISLAO
Corporate Secretary

TAGUIG CITY SUBSCRIBED AND SWORN to before me this JAN 12 2021 at _____, Philippines, by Atty. ELVIRA V. ESTANISLAO who exhibited to me her Passport No. P6212014A, issued at the City of Manila on 28 February 2018 and valid until 27 February 2028.

Doc. No. 523
Page No. 100
Book No. 28
Series of 2021.

Purpose: *Documentary purposes*
SC2021-004
YB2021-0007

ATTY. EDUARDO P. BAROT
Notary Public for Taguig, Roll No. 3624E
Commission No. 43 Until 31 Dec. 2020
PTR. No. 4325791/01.02.20/ Mandaluyong City
IBP Lifetime Member No. 013895/06.02.15/ RSM
MCLE Compliance No. VI-0007875 /04.14.22/
3/F Bonifacio Technology Center 31st Street
Corner 2nd Avenue Crescent Park West
Global City Taguig City, Philippines

Commission No. 3 until 31 Dec. 22
PTR No. 4578422/01.04.21/ Mandaluyong City

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATION

SUPPLY AND DELIVERY OF INDIVIDUALLY PACKED MEALS FOR THE TEMPORARY TREATMENT AND MONITORING FACILITY (TTMF) AT THE NGAC GOVERNMENT BUILDING AT NEW CLARK CITY

A. RATIONALE

On 16 March 2020, President Rodrigo Roa Duterte issued Proclamation No. 929 (s. 2020) declaring a State of Calamity throughout the Philippines for a period of six (6) months or up to 12 September 2020, and imposed an Enhanced Community Quarantine (“ECQ”) throughout Luzon due to COVID-19, starting 17 March 2020 until 12 April 2020. The President likewise enjoined all government agencies to render full assistance and cooperation and mobilize the necessary resources to undertake critical, urgent, and appropriate response measures to curtail and eliminate the threat of COVID-19.

Since the number of confirmed COVID-19 cases continued to rise, the ECQ over Luzon was extended up to 30 April 2020, and upon recommendation of the Inter-Agency Task Force for the Management of Emerging Infectious Diseases (IATF), the President further extended the ECQ in high risk areas, including the National Capital Region (NCR) and Central Luzon until 15 May 2020. Despite the Modified Enhanced Community Quarantine (MECQ) implemented starting 16 May 2020 in the NCR, Central Luzon and other parts of the country, the number in the number of COVID-19 cases in the country has remained high.

The IATF issued a Resolution directing all local government units and government-owned and-controlled corporations (GOCCs) to identify the facilities that may be temporarily utilized as isolation or quarantine facilities.

The NGAC Facilities were among those identified by BCDA that may be temporarily converted into a Temporary Treatment and Monitoring Facility (TTMF) for confirmed COVID-19 patients (with mild symptoms) from Clark and nearby provinces. As a TTMF, BCDA identified the need for top catering services to serve individually packed meals on a scheduled time for the patients, healthcare workers and other assigned support personnel at the NGAC Facilities.

On 11 September 2020, the President signed the Republic Act No. 11494 or the “Bayanihan to Recover As One Act” (Bayanihan 2) in view of the unabated spread of the COVID-19 virus and the ensuing economic disruption therefrom. Section 4(u) of Bayanihan 2 exempts specific procurement projects related to the COVID-19 response from the coverage of RA No. 9184.

To ensure the seamless implementation of the procurement provisions under RA No. 11494 or the Bayanihan 2, the Government Procurement and Policy Board (“GPPB Board”), in its Resolution No. 18-2020, approved the use of the relevant procedure and requirements under GPPB Circular No. 01-2020 dated 6 April 2020 for the procurement of general support services, which includes non-personal or contractual services and related

or analogous services, Infrastructure Projects, and Consulting Services covered under the Bayanihan 2.

B. GENERAL SPECIFICATIONS

1. The SUPPLIER shall deliver three (3) meals for the patients, health care workers and other support personnel detailed at the COVID-19 TTMF at the NGAC Government Building at New Clark City; and
2. Must comply with the Department Memorandum No. 2020-0166 issued by Department of Health re Interim Guidelines on the Preparation and Handling of Food in TTMFs for COVID-19 Patients. The SUPPLIER must be able to serve a balanced meal based on the suggested meal plan to be approved by BCDA.

Other terms and conditions of acceptability:

3. BCDA shall notify the SUPPLIER on the actual number of meals to be prepared (Order List) at least a day prior to delivery, which shall be based on the number of patients, health care workers and other support personnel present.
4. The SUPPLIER must be able to adjust on the changes in orders (additional/ subtractive) in case of emergency admission and/or mass discharge. Due notice shall be given by BCDA for any increase or decrease in the number of meals. Further, for additional meals the same shall not incur any charges for delivery and shall not be subjected to any minimum number of meals to be ordered, except for the number of additional meals being ordered computed based on the amount per meal.
5. Meals, in individual packing, shall be placed on a designated table on the following schedule:

Meal	Serving Time	Delivery Time
Breakfast	6:30 AM	1 hour ahead of serving time
Lunch	11:30 AM	
Dinner	6:30 PM	

6. The SUPPLIER shall deliver food in individual biodegradable package, clean, sealed, and presentable with paper cups, cutleries, and table napkins.
7. The SUPPLIER must be flexible to the requirements of BCDA and must be readily available on call 24/7.

C. MANNER OF PAYMENT AND COST

1. The SUPPLIER shall bill BCDA once a month, preferably at the 30th day of each month, and will be paid upon submission of an accomplishment report, other supporting documents and statement of billing indicating the actual total meal deliveries for the period covered.

2. Cost per meal and quantity shall be based on the following:

MEAL	UNIT COST (PhP)	QUANTITY (Estimated Maximum per day)	TOTAL PRICE (PhP)
Breakfast	100.00	392	40,000.00
Lunch	150.00		60,000.00
Dinner	150.00		60,000.00
	400.00	TOTAL	160,000.00
TOTAL for 181 days			28,360,000.00

D. EFFECTIVITY AND DURATION OF THE CONTRACT

1. The Contract term shall be for a duration of 181 days or from 01 January – 30 June 2021. The Contract shall take effect upon the issuance of the Notice to Proceed (NTP) and shall remain in full force and effect until all requirements have been delivered according to the signed Contract.
2. If the Contract is not renewed prior to its expiration (30 June 2021), the SUPPLIER reserved the right to either stop temporarily the service without prior notice to BCDA.
3. BCDA has the power to terminate the Contract at any given time, as it may deem necessary on the basis of performance on account at reports received from patients, healthcare workers and support personnel.

GENERAL CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS OF THE CONTRACT

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

SPECIAL CONDITIONS OF THE CONTRACT

SPECIAL CONDITIONS OF THE CONTRACT

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered at the New Clark City NGAC South Tower. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the Facility Head Nurse / Medical Personnel at the time of delivery.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<ul style="list-style-type: none"> e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its</p>

	<p>performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	The terms of payment shall be as indicated in the Contract.
4	The inspections and tests that will be conducted as indicated in the Contract.

ELIGIBILITY REQUIREMENTS

December 27, 2020

PROPOSAL LETTER

For Supply and Delivery of individually packed meals for the Temporary Treatment and Monitoring Facility (TTMF) at the NGAC Government Building at New Clark City under the Bases Conversion and Development Authority (BCDA)

JANMAN CATERING SERVICE (herein represented by Janet M. Dayrit 44 y/o of San Rafael, Baruya, Pampanga) and herein to be identified as *1st Party* would like to submit this food service proposal to: Provide the catering service for Supply and Delivery of individually packed meals for the Temporary Treatment and Monitoring Facility (TTMF) at the NGAC Government Building at New Clark City

JANMAN CATERING SERVICE has been an experienced food service provider and catering professional, with considerable experience in the food service program involving New Clark City requirements as well as FIRST AND THIRD BATCHES of quarantined patients of the DOH.

Respectfully, **JANMAN CATERING SERVICE** is submitting the specifications of our proposal:

JANMAN CATERING SERVICE will be providing

- Breakfast (rice + two viands + fruits + mineral water)
- Lunch (rice + two viands + fruit + mineral water)
- Dinner (rice+ two viands + fruit + mineral water) @Php400/per person cost, VAT-included,

Service includes the sourcing, preparation and cooking of the above meal.

SCHEDULE OF BILLING AND PAYMENT shall be once a month preferably the 30th of the month.

1st Party is ready and able to provide additional food packs for additional/excess patients and personnel, provided 2nd Party BCDA - Temporary Treatment and Monitoring Facility (TTMF) agrees to authorize ANY officer/representative (on site) to advise by text or sign voucher of additional billing, manifesting the government's commitment to any and all changes to expense/bill of cost.

Monthly billing will be submitted by its representative, Janet M. Dayrit for and representing **JANMAN CATERING SERVICE**.

Billing will take into account the total CURRENT monthly number of clients being provided our prepared meals, (new/additional persons will be by advisement of 2nd Party. Changes to billing will automatically reflect on current/preceding monthly billing.

CONDITIONS OF SERVICE DELIVERY

1st Party/JanMan Catering Services will be turning over to the designated personnel of the 2nd Party/BCDA - Temporary Treatment and Monitoring Facility (TTMF) scheduled meals and drink outside of the quarantine premises.

JANMAN CATERING SERVICE is strictly prohibited from delivering said food packs directly to quarantined patients nor be within premises in order to avoid contaminating the preparatory kitchen area, per government regulations on food service.

Only the BCDA - Temporary Treatment and Monitoring Facility (TTMF) personnel or their designated representative shall RECEIVE and DELIVER said food packs to recipients. Government personnel assigned shall receive packs from the fringe area designated away from quarantined patients, per governmental measures.

JANMAN CATERING SERVICE, in strict observance of the governmental policies on sanitation and hygienic practices in food preparation, is NOT AUTHORIZED TO DELIVER food packs directly to patients within quarantined zones and premises.

Any additional addendum to this contract will help expedite our immediate and quality delivery of service.

We look forward to providing you our professional and quality service the soonest.

Very truly yours,

JANET M. DAYRIT



This certifies that

JANMAN CATERING SERVICES

(CITY/MUNICIPALITY)

LUBAO, PAMPANGA - REGION III (CENTRAL LUZON)

is a business name registered in this office pursuant to the provisions of Act 3883, as amended by Act 4147 and Republic Act No. 863, and in compliance with the applicable rules and regulations prescribed by the Department of Trade and Industry.

This certificate issued to

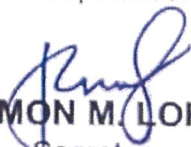
JANET MANALANG DAYRIT

is valid from 11 September 2020 to 11 September 2025 subject to continuing compliance with the above-mentioned laws and all applicable laws of the Philippines, unless voluntarily cancelled

In testimony whereof, I hereby sign this

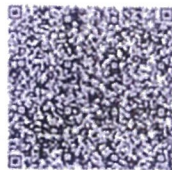
Certificate of Business Name Registration

and issue the same on 11 September 2020 in the Philippines.


RAMON M. LOPEZ
Secretary

Business Name No. 2160546

This certificate is not a license to engage in any kind of business and valid only at the scope indicated herein.



LOHT293211496781



Republic of the Philippines
Province of Pampanga
MUNICIPALITY OF LUBAO

RENEWAL

PERMIT NO. 2021-02547

BUSINESS PLATE NO. 3321

MAYOR'S PERMIT

This certifies that

JANMAN CATERING SERVICES

Business Address: PRK 4, BARUYA, LUBAO

Taxpayer's Name: JANET DAYRIT

Tel/CellPhone No. 09065548961

Form of Ownership: SINGLE PROPRIETORSHIP

Nationality: FIL

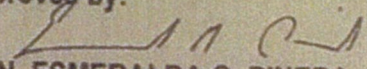
has been granted PERMIT to operate the following business/es pursuant to the REVENUE TAX CODE of LUBAO, PROVINCE OF PAMPANGA and after payment of taxes, fees and other regulatory charges and subject to the compliance of such other laws, ordinances and related administrative regulations.

This permit is valid up to December 31, 2021, renewable on or before January 20 of each year unless sooner revoked.

FOOD CATERER

2021

Approved by:


HON. ESMERALDA G. PINEDA
MUNICIPAL MAYOR

BIN No. 019-08-2020-0001032

O.R. No. 9965463

O.R. Date 02/05/2021

Fee Paid Php 6,205.00

NOTE:
This PERMIT must be posted in conspicuous place
This PERMIT maybe REVOKED for failure to comply with any of the existing Laws and Ordinances.
This PERMIT shall be surrendered to the Office of the Treasurer BPLU if the business ceases to operate.

EFFICIENT SERVICE MUST INVOLVE EQUALITY



Republic of the Philippines
MUNICIPAL HEALTH OFFICE
Environmental Health and Sanitation Unit
LUBAO, PAMPANGA

PERMIT NO.0072

SANITARY PERMIT

JANMAN CATERING SERVICES

PRK 4, BARUYA, LUBAO

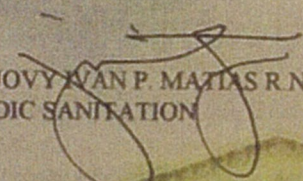
located at _____
operated by JANET DAYRIT is hereby granted a

SANITARY PERMIT

This expires on the 31st of December 20²¹, unless sooner revoked when the interest of the public so requires.

Issued this 05 day of February, 2021

Recommending Approval:


JOVY IVAN P. MATIAS R.N.
OIC SANITATION

Approved:


EUGENE RAYMUND L. NICBAO, M.D.
ACTING MUNICIPAL HEALTH OFFICER

2021

O.R. No _____

O.R. Date _____

Fee Paid Php _____

Printed Date: 2021-02-05 12:23:15

LUBAO MUNICIPAL HALL

EFFICIENT SERVICE MUST INVOLVE EQUALITY

REPUBLIKA NG PILIPINAS
KAGAWARAN NG PANANALAPI
KAWANIHAN NG RENTAS INTERNAS
REVENUE REGION NO. 604
REVENUE DISTRICT NO. A

BIR Form No. **2303**
Revised July 1997

4RC0001367315
OCN

CERTIFICATE OF REGISTRATION

TIN 714-857-215-000	NAME DAYRIT, JANET MANALANG	REGISTRATION DATE 01/23/2018
------------------------	--------------------------------	---------------------------------

REGISTERED ADDRESS CRISTO REY, GAFAS, TARLAC 2315

REGISTERED ACTIVITY(IES) TAX TYPE INCOME TAX REGISTRATION FEE TRADE NAME MAM JA CATERING SERVICES	PERCENTAGE TAX - QUARTERLY WITHHOLDING TAX - EXPANDED/OTH LINE OF BUSINESS / INDUSTRY 9309: OTHER SERVICE ACTIVITIES, N.E.C
--	---

COR NOTES: If qualified and opted to avail of the 8% income tax rate, the filing of quarterly percentage tax return is not required for the current taxable year if the option was made.

REMINDERS:

FILING OF REQUIRED TAX RETURN/S TO CONFORM WITH ABOVE TAX TYPE/S WITH OR WITHOUT OPERATION TO AVOID PENALTIES

INCOME TAX		WITHHOLDING TAX - EXPANDED		WITHIN 30 DAYS FROM REGISTRATION DATE THE FOLLOWING SHOULD BE ACCOMPLISHED: *BOOKS OF ACCOUNTS *AUTHORITY TO PRINT INVOICES/RECEIPTS RENEWAL OF ANNUAL REGISTRATION FEE ON OR BEFORE JANUARY 31 USING BIR FORM 0805 IMMEDIATELY INFORM THIS DISTRICT OFFICE IN CASE OF TRANSFER/CESSATION OF REGISTRATION AND OTHER CONCERNS BY FILING FORM 1905
SINGLE PROPRIETOR 1701Q	CORP/PART/ASSOC 1702Q	0819E - 10th day of the following month 1601EQ - Last day of the month after the close of each Qtr 1604E - Annual Information Return - March 01	1601C - 10th day of the following month 1604CF - Annual Information Return - January 31	
VAT		PERCENTAGE TAX		
2550M - 20th day of the following month 2550Q - Every 25th day after the close of each quarter		2551Q - Every 25th day after the close of each quarter		

I HEREBY CERTIFY THAT THE ABOVE NAMED PERSON IS REGISTERED AS INDICATED ABOVE, UNDER THE PROVISIONS OF THE NATIONAL INTERNAL REVENUE CODE, AS AMENDED.



WRENOLPH D. PANGANIBAN, Chief, Client Support Section

REVENUE DISTRICT OFFICER (Signature over printed name)

THIS CERTIFICATE MUST BE EXHIBITED CONSPICUOUSLY IN THE PLACE OF BUSINESS SEP 18 2019 EN

Republic of the Philippines
Department of Budget and Management
PROCUREMENT SERVICE

**CERTIFICATE OF PHILGEPS REGISTRATION
(Platinum Membership)**

THIS IS TO CERTIFY THAT

JAN MAN CATERING SERVICES

Purok 4 Baruya ,
Lubao , Pampanga , Region III , Philippines

*is registered in the **Philippine Government Electronic Procurement System (PhilGEPS)** on 19-Oct-2020 pursuant to Section 8.5 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act.*

*This further certifies that **JAN MAN CATERING SERVICES** has submitted the required eligibility documents in the PhilGEPS Supplier Registry as listed in Annex A, which document is attached hereto and made an integral part hereof. The Procuring Entity reserves the right to verify, validate and ascertain the authenticity, completeness and truthfulness of all the submitted documents during the post-qualification process.*

This Certificate is valid until 23-Apr-2022

Issued this 23rd day of April 2021.

This is a system generated certificate. No signature is required.



Documentary Stamp Tax Paid Php 30.00

Certificate Reference No: 2020102306491936851771

REMINDERS ¹

- *The PhilGEPS office shall not determine the eligibility of merchants. The PhilGEPS office's evaluation of the eligibility requirements shall be for the sole purpose of determining the approval or disapproval of the merchant's application for registration.*
- *A merchant's registration and membership in the GOP-OMR is neither contract-specific nor understood to be tantamount to a finding of eligibility. Neither shall the merchant's successful registration in the GOP-OMR be relied upon to claim eligibility for the purpose of participation in any public bidding.*
- *The determination of the eligibility of merchants, whether registered with the GOP-OMR or not, shall remain with the Bids and Awards Committee (BAC). The BAC's determination of validity of the eligibility requirements shall be conclusive to enable the merchant to participate in the public bidding process.*

List of Eligibility Documents

of JAN MAN CATERING SERVICES

Purok 4 Baruya ,
Lubao , Pampanga , Region III , Philippines

DTI Certificate	DTI Certificate Number : 2160546 Issued By / Signatory : Janet M Dayrit Registration Date : 30-Sep-2020 Expiration Date : 30-Sep-2025
Mayors Permit	Expiration Date : 31-Dec-2021 Permit Number : 202102547 Place of Issue : Lubao, Pampanga Issued By / Signatory : Hon. Esmeralda G. Pineda Issuance Date : 20-Jan-2021
Tax Clearance	Expiration Date : 16-Apr-2022 TCC Number : 000 Issued By / Signatory : Tax Clearance has been uploaded but cannot change the attached file. Sent it via email mgeps@ps-philgeps.gov.ph Issuance date : 16-Apr-2021
Audited Financial Statement	Date of Filing : 22-Apr-2021 Current Asset : 8,113,657.00 Total Asset : 8,814,985.00 Current Liabilities : 134,500.00 Total Liabilities : 134,500.00 Name of Auditor : Iuminada A Sebial CPA Cert No. 0038098 BIR AN 05-0058965-001-2019 BIR RDO Code : 021B
PCAB License	Expiration Date : - Issued By / Signatory : NA Issuance Date : 03-Mar-2021 License Number : 000 License First Issue Date : 03-Mar-2021 Principal Classification : NA Category : NA



REPUBLIC OF THE PHILIPPINES
 DEPARTMENT OF FINANCE
BUREAU OF INTERNAL REVENUE
 REVENUE REGION NO. 4 - CITY OF SAN FERNANDO, PAMPANGA

TCC NO. 04-21B-04-16-R0601-2021-M

TAX CLEARANCE CERTIFICATE

(Pursuant to Executive Order No. 398)

DAYRIT, JANET MANALANG
(JANMAN CATERING SERVICES)

Name of Taxpayer

PUROK 4 BARUYA LUBAO PAMPANGA

Address

714-857-215-001

Taxpayer Identification Number


This is to certify that the above mentioned taxpayer is eligible for issuance of this Tax Clearance Certificate having satisfied all the criteria set forth by the BIR as of the date of this certification pursuant to Revenue Regulations No. 8-2016, as amended.

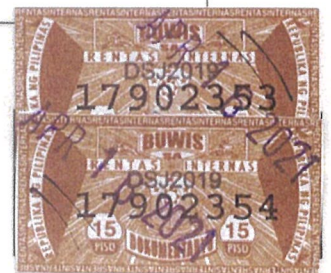
Tax liabilities recorded after the aforesaid dates or outside the jurisdiction of this Office are not covered by this tax clearance.

Issued this 16th day of April 2021

NOTE: THIS CERTIFICATE SHALL BE VALID AND EFFECTIVE FROM DATE OF ISSUE UNTIL APRIL 16, 2022 ONLY OR UNTIL REVOKED FOR VIOLATION OF THE CRITERIA SPECIFIED UNDER REVENUE REGULATIONS NO. 8-2016, AS AMENDED AND REVENUE MEMORANDUM ORDER NO. 46-2018, WHICHEVER COMES EARLIER. THIS SHALL NOT BE USED ON SALES/TRANSFER OF REAL PROPERTIES. CERTIFICATION FEE OF P100 WAS PAID ON MARCH 03, 2021 UNDER MANUAL PAYMENT TRANSACTION NO. 212410735. ANY ERASURE MADE ON THIS TCC SHALL RENDER IT NULL AND VOID.




NANETTE S. NIEVERA
 Chief, Collection Division



WARNING: Counterfeiting is punishable by law. For authenticity, please visit BIR website www.bir.gov.ph/index.php/tax-clearance/released-tax-clearance.html. Tax Clearance Certificate (for bidding purposes) not listed/posted herein will be deemed to have originated from an illegal source.



For BIR Use Only BCS/Item:

BIR Form No.

1701

January 2018 (ENCS)

Page 1

Annual Income Tax Return

Individuals (including MIXED Income Earner), Estates and Trusts

Enter all required information in CAPITAL LETTERS using BLACK Ink. Mark all applicable boxes with an "X". Two copies MUST be filed with the BIR and one held by the Tax Filer.



1 Month 12 For the Year (YYYY) 2020 2 Amended Return? Yes No 3 Short Period Return? Yes No

PART I - BACKGROUND INFORMATION OF TAXPAYER/FILER

4 Taxpayer Identification Number (TIN) 714 - 857 - 215 - 000 5 RDO Code 21B

6 Taxpayer Type Single Proprietor Professional Estate Trust Compensation Earner

7 Alphanumeric Tax Code (ATC) I1011 Compensation Income I1012 Business Income-Graduated IT Rates I1013 Business Income-8% IT Rate I1014 Income from Profession-Graduated IT Rates I1015 Income from Profession-8% IT Rate I1016 Mixed Income-Graduated IT Rates I1017 Mixed Income-8% IT Rate

8 Taxpayer's Name (Last Name, First Name, Middle Name)/ESTATE OF (First Name, Middle Name, Last Name)/TRUST FAO: (First Name, Middle Name, Last Name)
DAYRIT, JANET, MANALANG

9 Registered Address (Indicate complete address. If the registered address is different from the current address, got to the RDO to update registered address by using BIR Form No. 1905)
PUROK 4 BARUYA LUBAO PAMPANGA

9A ZIP Code 2005

10 Date of Birth (MM/DD/YYYY) 04/02/1975 11 Email Address newra@yahoo.com

12 Citizenship FILIPINO 13 Claiming Foreign Tax Credits? Yes No 14 Foreign Tax Number, if applicable

15 Contact Number (Landline/Cellphone No.) 09065548961 16 Civil Status (if applicable) Single Married Legally Separated Widow/er

17 If married, spouse has income? Yes No 18 Filing Status Joint Filing Separate Filing

19 Income EXEMPT from Income Tax? Yes No [If yes, fill out also consolidation of ALL activities per Tax Regime (Part X)] 20 Income subject to SPECIAL/PREFERENTIAL RATE? Yes No [If yes, fill out also consolidation of ALL activities per Tax Regime (Part X)]

21 Tax Rate* (Choose Method of Deduction in Item 21A) (choose one) Graduated Rates 8% in lieu of Graduated Rates under Sec. 24(A) & Percentage Tax under Sec. 116 of NIRC [available if gross sales/receipts and other non-operating income do not exceed Three million pesos (P3M)]

21A Method of Deduction (choose one) Itemized Deduction [Sec. 34(A-J), NIRC] Optional Standard Deduction (OSD) [40% of Gross Sales/Receipts/Revenues/Fees [Sec. 34(L), NIRC]]

PART II - TOTAL TAX PAYABLE (Do NOT Enter Centavos, 49 Centavos or Less drop down, 50 or more round up)

Particular	A. Taxpayer/Filer		B. Spouse	
	Amount	Remarks	Amount	Remarks
22 Tax Due (From Part VI Item 5)	134,496.00		0.00	
23 Less: Total Tax Credits/Payments (From Part VII Item 10)	206,328.00		0.00	
24 Tax Payable/(Overpayment) (Item 22 Less Item 23)	-71,832.00		0.00	
25 Less: Portion of Tax Payable Allowed for 2nd Installment to be paid on or before October 15 (50% or less of Item 22)	0.00		0.00	
26 Amount of Tax payable/(Overpayment) (Item 24 Less Item 25)	-71,832.00		0.00	
Add: Penalties				
27 Interest	0.00		0.00	
28 Surcharge	0.00		0.00	
29 Compromise	5.00		0.00	
30 Total Penalties (Sum of Items 27 to 29)	0.00		0.00	
31 Total Amount Payable/(Overpayment) (Sum of Items 26 and 30)	-71,832.00		0.00	
32 Aggregate Amount Payable/(Overpayment) (Sum of Items 26 and 30)	5.00 -71,832.00		0.00	

If overpayment, mark one (1) box only. (Once the choice is made, the same is irrevocable)
 To be refunded To be issued a Tax Credit Certificate (TCC) To be carried over as a tax credit for next year/quarter

I declare under the penalties of perjury that this return, and all its attachments, have been made in good faith, verified by me, and to the best of my knowledge and belief, are true and correct, pursuant to the provisions of the National Internal Revenue Code, as amended, and the regulations issued under authority thereof. Further, I give my consent to the processing of my information as contemplated under the Data Privacy Act of 2012 (R.A. No. 10173) for legitimate and lawful purposes. (If signed by an Authorized Representative, indicate TIN and attach authorization letter)

JANET MANALANG
Printed Name and Signature of Taxpayer/Authorized Representative

33 Number of Attachments 00

PART III - DETAILS OF PAYMENT

Particulars	Drawee Bank/Agency	Number	Date (MM/DD/YYYY)	Amount
34 Cash/Bank Debit Memo				
35 Check				
36 Tax Debit Memo				
37 Others (specify below)				

Machine Validation/Revenue Official Receipt Details (If not filed with an Authorized Agent Bank)

Stamp of Receiving Office/AAB and Date of Receipt (RO's Signature/Bank Teller's Initial)

RECEIVED
BANK OF THE PHILIPPINE ISLANDS
MANILA BRANCH (887)

Annual Income Tax Return
Individuals (including MIXED Income Earner), Estates and Trusts



TIN: 714 857 215 000
Taxpayer/Filer's Last Name: DAYRIT

PART IV - Background Information of Spouse

1 Spouse's Taxpayer Identification Number (TIN) [] - [] - [] - []
2 RDO Code []
3 Filer's Spouse Type: Single Proprietor Professional Compensation Earner
4 Alphanumeric Tax Code (ATC): II012 Business Income-Graduated IT Rates II014 Income from Profession-Graduated IT Rates II013 Mixed Income-Graduated IT Rates
 II011 Compensation Income II015 Business Income-8% IT Rate II017 Income from Profession-8% IT Rate II016 Mixed Income-8% IT Rate
5 Spouse's Name (Last Name, First Name, Middle Name) []
6 Contact Number [] 7 Citizenship []
8 Claiming Foreign Tax Credits? Yes No 9 Foreign tax number (if applicable) []
10 Income EXEMPT from Income Tax? Yes No 11 Income subject to SPECIAL/PREFERENTIAL RATE? Yes No
[If yes, fill out also consolidation of ALL activities per Tax Regime (Part X)] [If yes, fill out also consolidation of ALL activities per Tax Regime (Part X)]
12 Tax Rate* (choose one): Graduated Rates (Choose Method of Deduction in Item 12A) 8% in lieu of Graduated Rates under Sec. 24(A) & Percentage Tax under Sec. 116 of NIRC [available if gross sales/receipts and other non-operating income do not exceed Three million pesos (P3M)]
12A Method of Deduction (choose one): Itemized Deduction [Sec. 34(A-J), NIRC] Optional Standard Deduction (OSD) [40% of Gross Sales/Receipts/Revenues/Fees [Sec. 34(L), NIRC]]

PART V - Computation of Tax

Schedule 1 - Gross Compensation Income and tax Withheld (Attach Additional Sheet/s, if necessary)
On Items 1 and 2, enter the required information for each of your employer/s and mark (X) whether the information is for the Taxpayer or the Spouse. On Item 3A, enter the Total Gross Compensation and Total tax Withheld for the Taxpayer and on Item 3B, for the Spouse. (DO NOT enter Centavos; 49 Centavos or less drop down; 50 or more round up)

a. Name of Employer
1 Taxpayer [] Spouse [] b. Employer's TIN []
2 Taxpayer [] Spouse [] b. Employer's TIN []
(Continuation of Table Above)
c. Compensation Income d. Tax Withheld
1 0.00 0.00
2 0.00 0.00
3A Gross Compensation Income and Total Tax Withheld for TAXPAYER (To Part V Schedule 2 Item 4A and Part VII Item 5A) 0.00 0.00
3B Gross Compensation Income and Total Tax Withheld for SPOUSE (To Part V Schedule 2 Item 4B and Part VII Item 5B) 0.00 0.00

Schedule 2 - Taxable Compensation Income (DO NOT enter Centavos; 49 Centavos or less drop down; 50 or more round up)

Particulars A. Taxpayer/Filer B. Spouse
4 Gross Compensation Income (From Part V Schedule 1 Item 3Ac/3Bc) 0.00 0.00
5 Less: Non-Taxable / Exempt Compensation 0.00 0.00
6 Taxable Compensation Income (Item 4 Less Item 5) 0.00 0.00
7 Tax Due-Compensation Income (Item 6 x applicable Income Tax Rate) 0.00 0.00

Schedule 3 - Taxable Business Income (If graduated rates, fill in items 8 to 24; if 8% flat income tax rate, fill in items 25 to 30)

3.A - For Graduated Income Tax Rates
8 Sales/revenues/receipts/Fees 6,877,600.00 0.00
9 Less: Sales Returns, Allowances and Discounts 0.00 0.00
10 Net Sales/Revenues/Receipts/Fees (Item 8 Less Item 9) 6,877,600.00 0.00
11 Less: Cost of Sales/Services (applicable only if availing Itemized Deductions) 5,402,615.00 0.00
12 Gross Income/(Loss) from Operation (Item 10 less Item 11) 1,474,985.00 0.00
Less: Deductions Allowable under Existing Laws
13 Ordinary Allowable Itemized Deductions (From Part V Schedule 4 Item 18) 660,000.00 0.00
14 Special Allowable Itemized Deductions (From Part V Schedule 5 Item 3 and/or Item 6) 0.00 0.00
15 Allowable for Net Operating Loss Carry Over (NOLCO) (From Part V Schedule 6 Item 8 and/or Item 13) 0.00 0.00
16 Total Allowable Itemized Deductions (Sum of Items 13 to 15) 660,000.00 0.00
OR
17 Optional Standard Deduction (OSD) (40% of Item 10) 0.00 0.00
18 Net Income/(Loss) (If Itemized: Item 12 Less Item 16; If OSD: Item 10 Less Item 17) 814,985.00 0.00
Add: Other Non-Operating Income (specify below)
19 0.00 0.00
20 0.00 0.00
21 Amount Received/Share in Income by a Partner from General Professional Partnership (GPP) 0.00 0.00
22 Total Other Non-Operating Income (Sum of Items 19 to 21) 0.00 0.00
23 Taxable Income-Business (Sum of Items 18 and 22) 814,985.00 0.00
24 Total Taxable Income - Compensation & Business (Sum of Items 6 and 23) 814,985.00 0.00
25 Total Tax Due-Compensation and Business Income (under graduated rates)(Item 24 x applicable income tax rate) (To Part VII Item 4) 134,496.00 0.00

Annual Income Tax Return Individuals (including MIXED Income Earner), Estates and Trusts



TIN: 714 857 215 000; Taxpayer/Filer's Last Name: DAYRIT

3.B - For 8% Flat Income Tax Rate (DO NOT enter Centavos; 49 Centavos or less drop down; 50 or more round up)

Table with 3 columns: Particulars, A. Taxpayer/Filer, B. Spouse. Rows include Sales/Revenues/Receipts/Fees, Total Income, Taxable Income, and Total Tax Due-Compensation & Business Income.

Schedule 4 - Ordinary Allowable Itemized Deductions (attach additional sheet/s, if necessary)

Table with 3 columns: Description, A. Taxpayer/Filer, B. Spouse. Rows include Amortizations, Bad Debts, Charitable and Other Contributions, Depreciation, Entertainment, Fringe Benefits, Interest, Losses, Pension Trusts, Rental, Research and Development, Salaries, SSS, GSIS, Philhealth, HDMF, Taxes and Licenses, Transportation and Travel, and Others (Janitorial and Messengerial Services, Professional Fees, Security Services).

Schedule 5 - Special Allowable Itemized Deductions (attach additional sheet/s, if necessary)

Table with 4 columns: 5.A - Taxpayer/Filer, Description, Legal Basis, Amount. Rows include Total Special Allowable Itemized Deductions-Taxpayer/Filer and 5.B - Spouse Total Special Allowable Itemized Deductions-Spouse.

Schedule 6 - Computation of Net Operating Loss carry Over (NOLCO)

Table with 3 columns: Description, A. Taxpayer/Filer, B. Spouse. Rows include Gross Income, Less: Ordinary Allowable Itemized Deductions, and Net Operating Loss.

6.A.1 - Taxpayer/Filer's Detailed Computation of Available NOLCO

Table with 5 columns: Year Incurred, A. Amount, B. NOLCO Applied Previous Year/s, C. NOLCO Expired, D. NOLCO Applied Current Year, E. Net Operating Loss (Unapplied). Includes a stamp from BANK OF MINDORO dated FEB 22 2017.

Annual Income Tax Return
Individuals (including MIXED Income Earner), Estates and Trusts



TIN 714 857 215 000	Taxpayer/Filer's Last Name DAYRIT
------------------------	--------------------------------------

(Continuation of Schedule 6)

6.A.2 - Spouse's Detailed Computation of Available NOLCO

Year Incurred	Net Operating Loss A. Amount	B. NOLCO Applied Previous Year/s	C. NOLCO Expired	D. NOLCO Applied Current Year	E. Net Operating Loss (Unapplied) [(E)=A-(B+C+D)]
09	0.00	0.00	0.00	0.00	0.00
10	0.00	0.00	0.00	0.00	0.00
11	0.00	0.00	0.00	0.00	0.00
12	0.00	0.00	0.00	0.00	0.00
13 Total NOLCO - Spouse (Sum of Items 9D to 12D) (To Part V Schedule 3.A Item 15B)				0.00	

PART VI - Summary of Income Tax Due

1 Regular Rate-Income Tax Due (From Part V, Either Item 25 or Item 32)	134,496.00	0.00
2 Special Rate-Income Tax Due (From Part X Item 17B/17F)	0.00	0.00
3 Less: Share of Other Government Agency, if remitted directly to the Agency	0.00	0.00
4 Net Special Rate-Income Tax Due/Share of National Govt. (Item 2 Less Item 3)	0.00	0.00
5 Total Income Tax Due (Sum of Items 1 & 4) (To Part II Item 22)	134,496.00	0.00

PART VII - Tax Credits/Payments (attach proof)

1 Prior Year's Excess Credits	0.00	0.00
2 Tax Payments for the First Three (3) Quarters	0.00	0.00
3 Creditable Tax Withheld for the First Three (3) Quarters	0.00	0.00
4 Creditable Tax Withheld per BIR Form No. 2307 for the 4th Quarter	206,328.00	0.00
5 Creditable Tax Withheld per BIR Form No. 2316 (From Part V Schedule 1 Item 3Ad/3Bd)	0.00	0.00
6 Tax Paid in Return Previously Filed, if this is an Amended Return	0.00	0.00
7 Foreign Tax Credits, if applicable	0.00	0.00
8 Special Tax Credits, if applicable (To Part VIII Item 6)	0.00	0.00
9 Other Tax Credits/Payments (specify)	0.00	0.00
10 Total Tax Credits/Payments (Sum of Items 1 to 9) (To Part II Item 23)	206,328.00	0.00

PART VIII - Tax Relief Availment

VIII.A - Special Rate		
1 Regular Income Tax Otherwise Due (Part X Item 16B and/or Item 16F X applicable regular income tax rate)	0.00	0.00
2 Tax Relief on Special Allowable Itemized Deductions (Part X Item 7B and/or Item 7F X applicable regular income tax rate)	0.00	0.00
3 Sub-Total - Tax Relief (Sum of Items 1 and 2)	0.00	0.00
4 Less: Income Tax Due (From Part X Item 17B and/or Item 17F)	0.00	0.00
5 Tax Relief Availment Before Special Tax Credit (Item 3 Less Item 4)	0.00	0.00
6 Add: Special Tax Credit, if any (From Part VII Item 8)	0.00	0.00
7 Total Tax Relief Availment-SPECIAL (Sum of Items 5 and 6)	0.00	0.00
VIII.B - Exempt		
8 Regular Income Tax Otherwise Due (Part X Item 16A and/or Item 16E X applicable regular income tax rate)	0.00	0.00
9 Tax Relief on Special Allowable Itemized Deductions (Part X Item 7A and/or Item 7E X applicable regular income tax rate)	0.00	0.00
10 Total Tax Relief Availment-EXEMPT (Sum of Items 8 and 9)	0.00	0.00

PART IX - Reconciliation of Net Income per Books Against Taxable Income (Attach additional sheet/s, if necessary)

Particulars	A. Taxpayer/Filer	B. Spouse
1 Net Income/(Loss) per Books	814,985.00	0.00
Add: Non-Deductible Expenses/Taxable Other Income		
2	0.00	0.00
3	0.00	0.00
4	0.00	0.00
5 Total (Sum of Items 1 to 4)	814,985.00	0.00
Less: A) Non-Taxable Income and Income Subjected to Final Tax		
6	0.00	0.00
7	0.00	0.00
B) Special/Other Allowable Deductions		
8	0.00	0.00
9	0.00	0.00
10 Total (Sum of Items 6 to 9)	0.00	0.00
11 Net Taxable Income/(Loss) (Item 5 Less Item 10)	814,985.00	0.00

ILUMINADA A. SEBIAL

Certified Public Accountant
2335 Angeles St. Ext. Fortune Village 1 Valenzuela City
TIN: 138-513-101-000

INDEPENDENT AUDITOR'S REPORT

JANET M. DAYRIT
JANMAN CATHERING SERVICES
Purok 4 Baruya Lubao Pampanga
TIN: 714-857-215-000

Report on the Audit of Financial Statements

Opinion

I have audited the financial statements of **JANMAN CATHERING SERVICES**, which comprise the statement of financial position as at December 31, 2020, and the income statements, statement of changes in Capital and statement of cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In my opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as at December 31, 2020, and its financial performance and its cash flows for the year then ended in accordance with Philippine Financial Reporting Standards (PFRSs) for Small and Medium Sized Entities (SMEs)

Basis for Opinion

I conducted my audit in accordance with Philippine Standards on Auditing (PSAs). My responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of my report. I am independent of the Company in accordance with the ethical requirements that are relevant to my audit of the financial statements in the Philippines, the Code of Ethics for Professional Accountants in the Philippines, and I have fulfilled my other ethical responsibilities in accordance with these requirements. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my opinion.

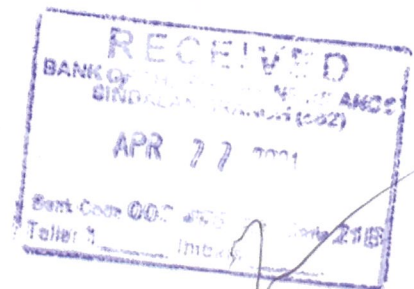
Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with PFRSs, For SMEs and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error. In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

My objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with PSAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.



As part of an audit in accordance with PSAs, I exercise professional judgment and maintain professional skepticism throughout the audit. I also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for my opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If I conclude that a material uncertainty exists, I am required to draw attention in my auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify my opinion. My conclusions are based on the audit evidence obtained up to the date of my auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. I communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that I identify during my audit.

Report on Other Legal Regulatory Requirements

My audit on the financial statements of **JANMAN CATHERING SERVICES**, was conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The supplementary information required under Revenue Regulations 19-2011 and 15-2010 in Notes to the financial statements is presented for the purpose of filing with the Bureau of Internal Revenue (BIR) and is not required as a part of the basic financial statements. Such information is the responsibility of management and has been subjected to the auditing procedures applied in our audit of the basic financial statements. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

ILUMINADA A. SEBIAL

ILUMINADA A. SEBIAL

Certified Public Accountant

CPA Cert. No. 0038098

BOA No. 3949 (Valid until November 29, 2022)

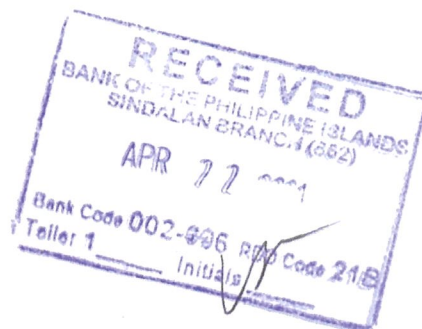
BIR AN 05-005865-001-2019 (12/11/2019 – 12/11/2022)

PTR NO. VC 7000101 (January 04, 2021)

P.R.C. ID – Valid until Nov. 29, 2023

Valenzuela City, Philippines

April 15, 2021



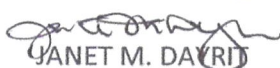
JANMAN CATERING SERVICES
JANET MANALANG DAYRIT
Purok 4 Baruya Lubao Pampanga

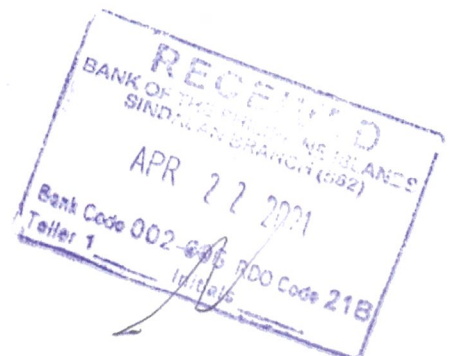
Statement of Management's Responsibility
For
Annual Income Tax Returns

The Management of **JANMAN CATERING SERVICES** is responsible for all information and representations contained in the Annual Income Tax Returns for the year ended December 31, 2020. Management is likewise responsible for all information and representation contained in the financial statements accompanying the Annual Income Tax Return covering the same reporting period. Furthermore, the Management is responsible for all information and representations contained in all the other tax returns filed for the reporting period, including but not limited, to the value added tax and/ or percentage tax returns, withholding tax returns, documentary stamp tax returns. And any and all other tax returns.

In this regard, Management affirms that the attached audited financial statements for the year ended December 31, 2020 and the accompanying Annual Income Tax Return are in accordance with the books and records of **JANMAN CATERING SERVICES** complete and correct in all material respects. Management likewise affirms that:

- (A) The Annual Income Tax Return has been prepared in accordance with the provisions of the National Internal Revenue Code, as amended, and pertinent tax regulations and other issuances of the Department of Finance and the Bureau of Internal Revenue;
- (B) Any disparity of figures in the submitted reports arising from the preparation of financial statements pursuant to financial accounting standards and the preparation of the income tax return pursuant to tax accounting rules has been reported as reconciling items and maintained in the company's books and records in accordance with the requirements of Revenue Regulations No. 8-2007 and other relevant issuances;
- (C) The **JANMAN CATERING SERVICES** has filed all applicable tax returns, reports and statements required to be filed under Philippine tax laws for the reporting period, and all taxes and other impositions shown thereon to be due and payable have been paid for the reporting period, except those contested in good faith.

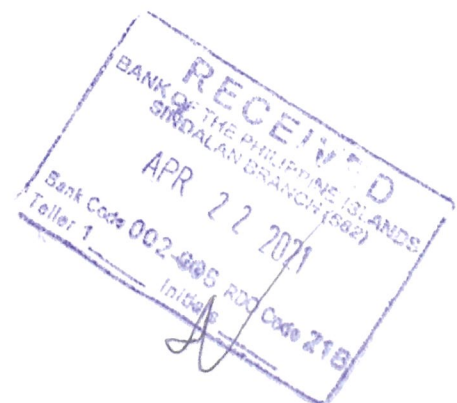

JANET M. DAYRIT
PROP.



JANMAN CATERING SERVICES
 Balance Sheet
 As of December 31,2020

	2020
ASSETS	
Current Assets	
Cash (Note 3)	8,113,657.00
Accounts Receivables (Note 4)	
Other Current Assets (Note 5)	206,328.00
Total Current Assets	8,319,985.00
Non-current Assets	
Property and Equipment (Note 6)	495,000.00
Total Non-Current Assets	495,000.00
TOTAL ASSETS	8,814,985.00
LIABILITIES AND OWNER'S EQUITY	
Current Liabilities	
Other Payable (Note 7)	134,500.00
Total Current Liabilities	134,500.00
TOTAL LIABILITIES	134,500.00
Owner's Equity	
TOTAL OWNER'S EQUITY	8,680,485.00
TOTAL LIABILITIES AND OWNER'S EQUITY	8,814,985.00

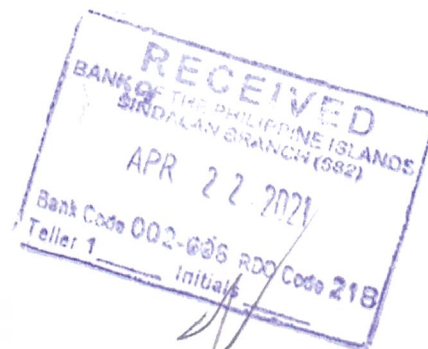
See accompanying notes to financial statement



JANMAN CATERING SERVICES
 Income Statement
 For the Year Ended December 31,2020

	2020
REVENUE	
Income (Note 8)	6,877,600.00
Less: Cost of Sales (Note 9)	5,402,615.00
Gross Income	1,474,985.00
Less: Operating Expenses (Note 10)	660,000.00
Net Operating Income/ (Loss)	814,985.00
Add: Interest Income	-
Net Income	814,985.00
Less: Income Tax Payable	134,500.00
Net Income/ (Loss) After Tax	680,485.00

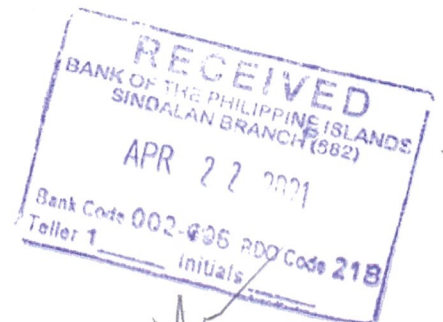
See accompanying notes to financial statement



JANMAN CATERING SERVICES
Statement of Changes in Stockholder's Equity
For the Year Ended December 31,2020

	2020
Janet M. Dayrit, Capital	8,000,000.00
Add: Net Income/ (Loss)	680,485.00
Less: Withdrawal	-
Total	<u>8,680,485.00</u>
<hr/>	
Total Owner's Equity	<u>8,680,485.00</u>

See accompanying notes to financial statement



JANMAN CATERING SERVICES
Statement of Cash Flow
For the Year Ended December 31,2020

	2020
Cash Flow from Operating Activities	
Net Income (Loss)	814,985.00
Adjustment to reconcile net income (loss) to net cash	
Used in operating activities:	
Depreciation	55,000.00
Increase (Decrease) in:	
Accounts Receivable	
Other Current Assets	
Other Assets	(206,328.00)
Total cash provided by operating activities	663,657.00
Cash flow from investing activities	
Acquisition of property,plant and equipment	
Total cash provided by investing activities	
Cash flow from financing activities	
Other Payable	
Total Cash provided by financing activities	
Net increase (decrease in cash)	663,657.00
Cash at the beginning of the period	7,450,000.00
Net Cash, December 31	8,113,657.00

See accompanying notes to financial statement



NOTES TO FINANCIAL STATEMENTS

As of December 31, 2020

1. Corporate information

JANMAN CATERING SERVICES was duly registered as single ownership under law of the Philippines as per DTI registration Number _____ dated _____.

The primary purpose of this Company is To engage in Catering food Services and other related Services.

JANMAN CATERING SERVICES. is herein referred to as the " company". It's Office address is located at Purok 4 Baruya Lubao Pampanga 2005 The Accompanying financial statements were approved and authorized for issue by the Company's Owner

2. Summary of Significcate Accounting Policies

The significant accounting policies and practices followed by the company in preparing the financial statements are summarized below to facillitate the understanding of the date presented in the financial statements.

Basis of Financial Statement Presentation

The financial statements are prepared in conformity with accounting principles generally accepted in the Philippines and on the historical cost basis. Under the historical basis, assets are recorded at the amount of cash or cash equivalents paid or the fair value of the consideration given to acquire them at their acquisition. Liabilities are recorded at the amount of proceeds received in exchanged for the obligation, or in some circumstances (i.e income taxes), at the amount of cash or cash equivalent expected to be paid to satisfy the liability in the normal course of business. The preparation of financial statements in conformity with generally accepted accounting principles in the Philippines requires the use of estimates and assumptions that affected the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of financial statements and the reported amount of revenues and expenses during the reposting period. Although this estimates are based on management best knowledge of current event and actions, actual results may ultimately differ from their estimates



Revenue Recognition

Revenue recognition is recognized when it is probable that the economic benefits associated with the transaction will flow to JANMAN CATERING SERVICES and the amount of revenue can be measured reliably.

3. Cash	2020
Cash on Hand	745,897.00
Cash in Bank	7,307,760.00
Petty Cash Fund	60,000.00
Total	8,113,657.00

4. Accounts Receivable

Accounts Receivable - Trade
Accounts Receivable - Employees
Total Accounts Receivable

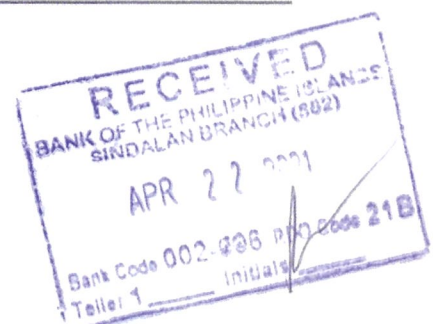
5. Other Current Assets	
Quarterly Corporate Income Tax	206,328.00
Input Tax	
Merchandise Inventory	
	206,328.00

6. Property and Equipment

Property, Plant and Equipment are carried at cost less accumulated depreciation. Depreciation is computed on a Straight-line basis based on the useful lives of the property and equipment. The useful lives of the Company's property and equipment are estimated based on the period over which the asset is expected to be available for use. Such estimation is based on a collective assessment of similar business, internal technical evaluation, and experience with similar assets.

This account is broken down as follows:

	2020
Furniture & Equipment	550,000.00
Total	550,000.00
Less: Accumulated depreciation	55,000.00
Net Carrying Value	495,000.00

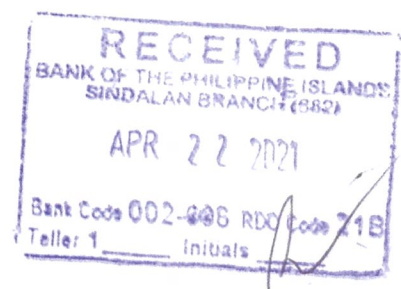


7. Other Payable	2020
Income Tax Payable	134,500.00
Advance from Officers	-
Accounts Payable	-
Output Tax	-
Withholding Tax Payable	-
Total	134,500.00

8. Revenue	
Sales Income	6,877,600.00
Other Income	-
Total	6,877,600.00

9. Cost of Sales	
Direct Labor	2,050,000.00
Materials and Supplies	2,550,000.00
Rent Expense	567,600.00
Light and Water	180,015.00
Depreciation expense	55,000.00
Total	5,402,615.00

10. Operating Expenses	
Salaries & Wages ADMIN	660,000.00
Taxes & Licenses	-
Supplies	-
Utilities	-
Transportation	-
Miscellaneous	-
Total	660,000.00



Tax Return Receipt Confirmation

From: ebirforms-noreply@bir.gov.ph

To: newvra@yahoo.com

Date: Wednesday, 21 April 2021, 11:22 am GMT+8

This confirms receipt of your submission with the following details subject to validation by BIR:

File name: 714857215000-1701v2018-122020.xml

Date received by BIR: 21 April 2021

Time received by BIR: 11:09 AM

Penalties may be imposed for any violation of the provisions of the NIRC and issuances thereof.

FOR RETURNS WITH PAYMENT

Please print this e-mail together with the RETURN and proceed to pay through the Authorized Agent Bank / Collection Agent / GCASH or use other payment options.

This is a system-generated email. Please do not reply.

Bureau of Internal Revenue

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For BIR BCS/
Use Only Item:

BIR Form No.

2307

January 2018 (ENCS)

**Certificate of Creditable Tax
Withheld at Source**



2307 01/18ENCS

Fill in all applicable spaces. Mark all appropriate boxes with an "X".

1 For the Period From 12 01 2020 (MM/DD/YYYY) To 12 31 2020 (MM/DD/YYYY)

Part I - Payee Information

2 Taxpayer Identification Number (TIN) 714 - 857 - 215 - 0000

3 Payee's Name (Last Name, First Name, Middle Name for Individual OR Registered Name for Non-Individual)
JANMAN CATERING SERVICES

4 Registered Address CRISTO REY CAPAS TARLAC 4A ZIP Code

5 Foreign Address, if applicable

Part II - Payor Information

6 Taxpayer Identification Number (TIN) 002 - 219 - 694 - 0000

7 Payor's Name (Last Name, First Name, Middle Name for Individual OR Registered Name for Non-Individual)
BASES CONVERSION AND DEVELOPMENT AUTHORITY

8 Registered Address 2F Bonifacio Technology Center 31st Street corner 2nd Avenue BGC Taguig 8A ZIP Code 1611

Part III - Details of Monthly Income Payments and Taxes Withheld

Income Payments Subject to Expanded Withholding Tax	ATC	AMOUNT OF INCOME PAYMENTS				Tax Withheld for the Quarter
		1st Month of the Quarter	2nd Month of the Quarter	3rd Month of the Quarter	Total	
Income payments made by the government and government-owned and controlled corporations (GOCCs) to its local/resident suppliers of services other than those covered by other rates of withholding tax	WC157				3,069,900.00	61,398.00
Total					3,069,900.00	61,398.00
Money Payments Subject to Withholding of Business Tax (Government & Private)	WB080				3,069,900.00	92,097.00
Total					3,069,900.00	92,097.00

We declare under the penalties of perjury that this certificate has been made in good faith, verified by us, and to the best of our knowledge and belief, is true and correct, pursuant to the provisions of the National Internal Revenue Code, as amended, and the regulations issued under authority thereof. Further, we give our consent to the processing of our information as contemplated under the "Data Privacy Act of 2012 (R.A. No. 10173) for legitimate and lawful purposes.

Dean S. Montalban
DEAN S. MONTALBAN
VP-ACCOUNTING DEPARTMENT/131-963-986-000

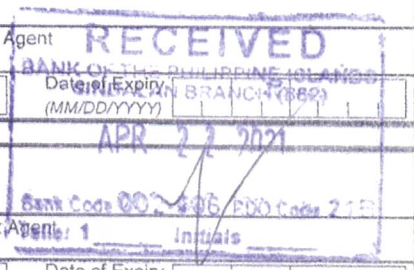
Signature over Printed Name of Payor/Payor's Authorized Representative/Tax Agent
(Indicate Title/Designation and TIN)

Tax Agent Accreditation No./ Attorney's Roll No. (if applicable) Date of Issue (MM/DD/YYYY) Date of Expiry (MM/DD/YYYY)

CONFORME:

Signature over Printed Name of Payee/Payee's Authorized Representative/Tax Agent
(Indicate Title/Designation and TIN)

Tax Agent Accreditation No./ Attorney's Roll No. (if applicable) Date of Issue (MM/DD/YYYY) Date of Expiry (MM/DD/YYYY)



*NOTE: The BIR Data Privacy is in the BIR website (www.bir.gov.ph) APV014298



BIR Form No.
2307

January 2018 (ENCS)

**Certificate of Creditable Tax
Withheld at Source**



2307 01/18ENCS

Fill in all applicable spaces. Mark all appropriate boxes with an "X".

1 For the Period From **12 01 2020** (MM/DD/YYYY) To **12 31 2020** (MM/DD/YYYY)

Part I - Payee Information

2 Taxpayer Identification Number (TIN) **714 - 857 - 215 - 0000**

3 Payee's Name (Last Name, First Name, Middle Name for Individual OR Registered Name for Non-Individual)
JANMAN CATERING SERVICES

4 Registered Address **CRISTO REY CAPAS TARLAC** 4A ZIP Code

5 Foreign Address, if applicable

Part II - Payor Information

6 Taxpayer Identification Number (TIN) **002 - 219 - 694 - 0000**

7 Payor's Name (Last Name, First Name, Middle Name for Individual OR Registered Name for Non-Individual)
BASES CONVERSION AND DEVELOPMENT AUTHORITY

8 Registered Address **2F Bonifacio Technology Center 31st Street corner 2nd Avenue BGC Taguig** 8A ZIP Code **16**

Part III - Details of Monthly Income Payments and Taxes Withheld

Income Payments Subject to Expanded Withholding Tax	ATC	AMOUNT OF INCOME PAYMENTS				Tax Withheld for the Quarter
		1st Month of the Quarter	2nd Month of the Quarter	3rd Month of the Quarter	Total	
Income payments made by the government and government-owned and controlled corporations (GOCCs) to its local/resident suppliers of services other than those covered by other rates of withholding tax	WC157				3,807,700.00	76,154.00
Total					3,807,700.00	76,154.00
Money Payments Subject to Withholding of Business Tax (Government & Private)	WB080				-3,807,700.00	114,231.00
Total					3,807,700.00	114,231.00

We declare under the penalties of perjury that this certificate has been made in good faith, verified by us, and to the best of our knowledge and belief, is true and correct, pursuant to the provisions of the National Internal Revenue Code, as amended, and the regulations issued under authority thereof. Further, we give our consent to the processing of our information as contemplated under the "Data Privacy Act of 2012 (R.A. No. 10173) for legitimate and lawful purposes.

DEAN S. MONTALBAN

VP-ACCOUNTING DEPARTMENT/131-963-986-000

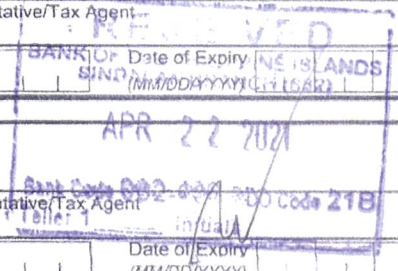
Signature over Printed Name of Payor/Payor's Authorized Representative/Tax Agent
(Indicate Title/Designation and TIN)

Tax Agent Accreditation No./ Attorney's Roll No. (if applicable) Date of Issue (MM/DD/YYYY) Date of Expiry (MM/DD/YYYY)

CONFORME:

Signature over Printed Name of Payee/Payee's Authorized Representative/Tax Agent
(Indicate Title/Designation and TIN)

Tax Agent Accreditation No./ Attorney's Roll No. (if applicable) Date of Issue (MM/DD/YYYY) Date of Expiry (MM/DD/YYYY)




NOTICE OF AWARD

CERTIFICATION

This is to certify that the project **“Catering Services for the Temporary Quarantine Facilities at the National Government Administrative Center, New Clark City (01 January – 30 June 2021)”** was undertaken as part of the mandates vested to the Bases Conversion and Development Authority under the Republic Act No. 11494 Bayanihan to Recover as One Act whereby the NGAC Facilities at the New Clark City, Capas, Tarlac was identified and approved by the Inter-Agency Task Force for the Management of Emerging Infectious Diseases (IATF) to be used as isolation or quarantine and medical treatment facilities for COVID-19 patients from Clark and nearby provinces.

This is to further certify that the Bases Conversion and Development Authority exerted all efforts to secure the most advantageous price government for the services required based on existing price data of the agency and through preliminary market scanning done by the agency showing prevailing market prices and practices.

This certification is being issued in fulfillment of the requirements under Section 4.u.ix of Republic Act No. 11494.



VIVENCIO B. DIZON
President and CEO



Business Development Department – CRK

ZDB2021 – 0241



MS. JANET M. DAYRIT
JANMAN CATERING SERVICES
Prk 4, Baruya, Lubao, Pampanga

NOTICE OF AWARD

Catering Services for the New Clark City COVID-19 Quarantine Facility

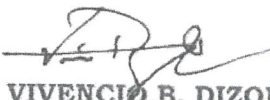
Dear Ms. **DAYRIT**:

We are pleased to notify you that the contract for the Provision of Meals for the patients, medical personnel and support personnel for the period of 01 January – 30 June 2021 for the New Clark City COVID-19 Quarantine Facility is hereby awarded to **JANMAN CATERING SERVICES**, for the Negotiated Procurement (Emergency Cases) for a contract price amounting to **PESOS: FOUR HUNDRED PESOS (Php 400.00) per person per day (400 person/day (181 days))** and may vary depending on the actual consumption but not to exceed in the approved budget of **TWENTY EIGHT MILLION THREE HUNDRED SIXTY THOUSAND PESOS AND 00/100 (Php 28,360,000.00)**, inclusive of all applicable taxes and fees.

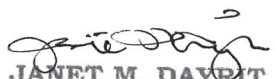
You are therefore required, within ten (10) calendar days from receipt of this Notice of Award to formally enter into contract with BCDA. Failure to enter into the said contract shall constitute a sufficient ground for the cancellation of this Award.

Please indicate your concurrence by signing the Notice of Award on the space below "Conforme" and return the same upon signing.

Very truly yours,


VIVENCIO B. DIZON
President and CEO

Conforme:


JANET M. DAYRIT
Authorized Representative
Date: 04-04-21

NOTICE TO PROCEED

MS. JANET M. DAYRIT
JANMAN CATERING SERVICES
Prk 4, Baruya, Lubao, Pampanga

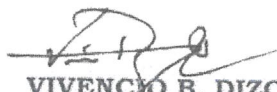
Dear Ms. **Dayrit**:

In connection with the contract for the Provision of Meals for the patients, medical personnel and support personnel for the period of 01 January – 30 June 2021 for the New Clark City COVID-19 Quarantine Facility, this notice is hereby given to **JANMAN CATERING SERVICES**, to proceed with said undertaking.

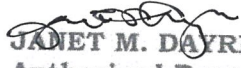
Upon receipt of this notice, you shall be responsible to perform the services under the terms and conditions stated in the Contract.

Please indicate your concurrence by signing the Notice to Proceed on the space below "Conforme" and return the same upon signing.

Very truly yours,


VIVENCIO B. DIZON
President and CEO

Conforme:


JANET M. DAYRIT
Authorized Representative
Date: 04-04-21

OMNIBUS SWORN STATEMENT

Omnibus Sworn Statement

For the Conduct of Procurement Activities under Republic Act No. 11494 or the Bayanihan to Recover as One Act _____

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF Quezon City, M.M.


AFFIDAVIT

I, **JANET M. DAYRIT**, of legal age, single, Filipino, and residing at Purok 4, San Rafael, Lubao Pampanga, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the sole proprietor or authorized representative of **JANMAN CATERING SERVICES** with office address at Block 33 Lot 5, Cristo Rey, Capas, Tarlac;
2. As the owner and sole proprietor, or authorized representative of **JANMAN CATERING SERVICES**, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for Provision of Catering Services for the COVID-19 Quarantine Facility at the South Tower of NGAC Government Building, New Clark City of the Bases Conversion and Development Authority, as shown in the attached duly notarized Special Power of Attorney;
3. **JANMAN CATERING SERVICES** is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by its association or relation with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. **JANMAN CATERING SERVICES** is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

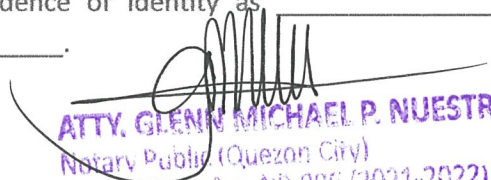
7. **JANMAN CATERING SERVICES** complies with existing labor laws and standards; and
8. **JANMAN CATERING SERVICES** is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examine all of the Bidding Documents;
 - b. Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquire or secure Supplemental/Bid Bulletin(s) issued for the Provision of Catering Services for the COVID-19 Quarantine Facility at the South Tower of NGAC Government Building, New Clark City.
9. **JANMAN CATERING SERVICES** did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this 02 day of MAR 2021 at Quezon City, M.M. Philippines.

02 MAR 2021

 JANET M. DAYRIT

SUBSCRIBED AND SWORN TO before me this _____ day of _____ 2021 at _____, Philippines.
 Affiant exhibiting to me his/her competent evidence of identity as _____ issued at _____ on _____, expiring _____.

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 SERIES OF 2021


ATTY. GLENN MICHAEL P. NUESTRO
 Notary Public (Quezon City)
 Adm. Matter No. NP-006 (2021-2022)
 PTR No. 0598910/January 4, 2021
 Valid until December 31, 2021
 IBP No. 013342 (Life-time Member)/O.R. 963082/6-30-2014
 Attorney's Roll No. 55637
 Office address: Unit 402, 4th Floor Penthouse II, FSS Bldg. 1,
 #89 Sgt. Castor Corner Sgt. Tuazon, Quezon City
 MICLE No. VI-0017708 April 14, 2022

March 01, 2021

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, JANET M. DAYRIT, of legal age, married, Filipino citizen and resident of Purok 4, San Rafael, Lubao, Pampanga, as the owner and sole proprietor, or authorized representative of JANMAN CATERING SERVICES, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for Catering Services for the COVID-19 Quarantine Facility at the South Tower of NGAC Government Building, New Clark City of the Bases Conversion and Development Authority" xxx pursuant to the Omnibus Sworn Statement

IN WITNESS WHEREOF, I have hereunto set my hand at Quezon City, Philippines, on this 02 MAR 2021 day of 20.

JANET M. DAYRIT


SIGNED IN THE PRESENCE OF:

SUBSCRIBED AND SWORN to before me this 02 MAR 2021 day at Quezon City, Philippines. Affiant/s exhibited to me his/her _____ with no. _____ issued on _____ at _____.

Witness my hand and seal this 02 MAR 2021 day of _____.

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____
IBP No. _____

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Series of 2021



ATTY. GLENN MICHAEL P. NUESTRO
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Attorney's Roll No. 51737
Office address: Unit 402, 4th Floor Penthouse II, FSS Bldg. 1,
888 Sgt. Castro Corner Sgt. Tuazon, Quezon City
MCLE No. VI-0017708 April 14, 2022

REPUBLIC OF THE PHILIPPINES)
CITY OF Quezon City, M.M.) S.S.

X-----X

PERFORMANCE SECURING DECLARATION

Provision of Catering Services for the COVID-19 Quarantine Facility at the
South Tower of NGAC Government Building, New Clark City

To: **VIVENCIO B. DIZON**
President and CEO
Bases Conversion and Development Authority

I, **JANET M. DAYRIT**, the undersigned, declare that:

1. I understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year if in case it is my first offense, or two (2) years if I have a prior similar offense upon receipt of your Blacklisting Order if I have violated my obligations under the Contract.
3. I understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my hand/s this 02 day of MAR 2021 at Quezon City, M.M.


JANET M. DAYRIT

Affiant

SUBSCRIBED AND SWORN to before me this 02 day of MAR 2021 at Quezon City, Philippines.
Affiant/s exhibited to me his/her _____ with no. _____ issued on _____
at _____.

Witness my hand and seal this ___ day of 02 MAR 2021.

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____

IBP No. _____


ATTY. GLENN MICHAEL P. NUESTRO

Notary Public (Quezon City)

Adm. Matter No. NP-006 (2021-2022)

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IBP No. 013342 (Lifetime Member)/O.R. 963082/6-30-2014

Attorney's Roll No. 55607

Office address: Unit 402, 4th Floor Penthouse II, FSS Bldg. 1,
#89 Sgt. Casor Corner Sgt. Tuazon, Quezon City

MCLE No. VI-0017708 April 14, 2022

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