



CATERING SERVICES AGREEMENT

THE PUBLIC IS INFORMED:

This **Agreement** is executed between:

The **BASES CONVERSION AND DEVELOPMENT AUTHORITY**, a government instrumentality vested with corporate powers, created by virtue of Republic Act No. 7227, as amended, with office and postal address at the BCDA Corporate Center, 2/F, Bonifacio Technology Center, 31st Street, corner 2nd Avenue, Bonifacio Global City, Taguig City, represented by its Executive Vice President and COO, **AILEEN ANUNCIACION R. ZOSA** hereinafter referred to as "**BCDA**";

- and -

FUNMANIA, INC., a private corporation, duly incorporated and registered under the laws of the Republic of the Philippines, with office and postal address at the 2nd Floor, Active Fun Building, 9th Avenue corner 28th Street, Bonifacio Global City, Taguig City, herein represented by **MARLA CELINA B. CAIDIC**, as evidenced by Secretary's Certificate (Annex A), and hereinafter referred to as the "**CONTRACTOR**";

BCDA and the **CONTRACTOR** may hereinafter be referred to collectively as "Parties" and individually as "Party".

- ANTECEDENTS -

BCDA is a government instrumentality organized and created by Republic Act No. 7227 purposely for the conversion and development of former US military bases in the Philippines into alternative productive uses, enhancing the benefits that can be derived from said properties to spur and propagate economic growth in the country.

To carry out its objectives, **BCDA** is vested with corporate powers which are exercised through its Board of Directors and certain Committees the Board has established for the effective implementation of its policies and directives.

In the conduct of its business and in the performance of its functions as such, the BCDA Board and its Committees undertake regular meetings which on the average consists of twenty four (24) Board Meetings, forty two (42) Committee Meetings and four (4) Board-related activities in a year. To address its requirements for the conduct of its meetings, **BCDA** intends to engage caterers for the supply and delivery of catering services.

On 19 July 2018, at the public bidding held for the said purpose and after the concomitant examination, validation and verification of all eligibility, technical, and financial requirements submitted, the **CONTRACTOR** was declared as the bidder with the Single Calculated and Responsive Bid qualified to provide the required assistance and services to **BCDA**.

ACCORDINGLY, the parties hereby agree as follows:

Section 1. Specific Undertaking

The **CONTRACTOR** is engaged to provide Catering Services (the “Services”) for BCDA Board Meetings and/or Committee Meetings and other Board-related activities.

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:

Lunch	Snack
Steamed Rice	Sandwich or Noodle-based dish or other Filipino Merienda Dishes
Soup	Assorted Drinks
Chicken or Pork or Beef	
Fish or other Seafood	
Vegetable	
Dessert	
Assorted Drinks	

- b. Provision of food, utensils and staff during the BCDA Board Meetings, Committee Meetings, and Board-related activities, as follows:

Event	Lunch	Snack	No. of Participants
Board Meetings	24	24	20
Board Committee Meetings	42	42	18
Board-Related Activities <i>(Orientation for New Board Member/s, Meeting of BODs with other agencies, etc.)</i>	4	4	18
TOTAL	70	70	-

The number of meetings may vary depending on the requirements of the BCDA Board but shall not exceed the stated estimates in the table shown above.

The meals may not necessarily be lunch and snack combined but may be separately ordered depending on the schedule of the meeting.

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- c. Provision of at least one (1) waiter in appropriate attire who is skillful in food preparation, table arrangement and serving.
- d. Setting-up of a simple buffet station at least one (1) hour before the scheduled meeting.
- e. Ensure the following:
 - (i) Buffet tables are completely set-up and prepared;
 - (ii) The quality of food to be served is maintained. Proper hygiene and sanitation is observed at all times in the preparation, handling and serving of meals;
 - (iii) The food shall be ready for serving at least one (1) hour before the appointed time; and
 - (iv) Goods and left-overs are collected and cleaned-up after each and every meeting.
- f. Provision of all other equipment necessary to perform the Services.

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 the **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

For Services rendered, **BCDA** shall pay the **CONTRACTOR** after each and every meeting catered the following applicable rates per participant inclusive of all applicable taxes such as value-added tax and creditable withholding tax.

Lunch (Php)	Snack (Php)
P650 / pax	P300 / pax

The total contract price is **PESOS: ONE MILLION ONE HUNDRED FIFTY-ONE THOUSAND AND FORTY & 00/100 (PhP1,151,040.00)**.

Section 5. Term and Effectivity

This Agreement shall take effect upon the issuance and actual receipt by the **CONTRACTOR** of the **Notice to Proceed (NTP)** and shall remain in force and effect until 31 July 2019 or unless sooner terminated, or extended for compelling reasons.

Section 6. Other Accommodations

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BCDA shall be responsible for providing the venue for the event and shall make proper coordination with the **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. Performance Security

Before the signing of this Agreement, the **CONTRACTOR** shall post in favor of, and deliver to, the **BCDA** a Performance Security to guarantee and answer for the faithful performance of all obligations and undertakings hereunder. The Performance Security shall be in the form of cash, cashier's check or manager's check amounting to five percent (5%) of the approved budget for the Contract stated in Section 3.

The Performance Security shall comply with, and reflect, the following conditions:

- a. It shall guarantee the payment of the penalty in the event it is established that the **CONTRACTOR** is in default of its obligations under this Contract;
- b. It shall be co-terminus at least with effectivity of this Agreement including time extension granted, if any; and
- c. It shall be callable on demand.

Any amount of liquidated damages in Section 9 hereof may be charged against the performance security at the sole discretion of **BCDA**.

Section 8. 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 9. Liquidated Damages

The **CONTRACTOR** obliges itself to perform and complete all Services specified in this Agreement for each and every meeting 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 of the meetings required to be 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 reaches 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 10. 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

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any business from one another, or influencing such persons with respect to the terms, conditions or performance of this Agreement.

Section 11. 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 12. OGCC Review

This Agreement shall be subject to the review of the Office of the Government Corporate Counsel (OGCC), which review shall form part of this Agreement.

Section 13. 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 14. 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 15. General Provisions

- (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.

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- (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 portion or provision 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 supercedes 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 ON _____ at Bonifacio Global City, Taguig City, Philippines.

BASES CONVERSION AND DEVELOPMENT AUTHORITY

CONTRACTOR

By:

By:

Aileen An. R. Zosa
AILEEN ANUNCIACION R. ZOSA
Executive Vice President and COO

Marla Celina D. Caidic
MARLA CELINA D. CAIDIC
Authorized Representative



Signed in the Presence of

Joanna Eileen M. Capones
JOANNA EILEEN M. CAPONES
Assistant Corporate Secretary

Mignon L. Gando
MIGNON L. GANDO
Board Secretary V, OCBS

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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Taguig City)

BEFORE ME, a Notary Public, for and in Taguig City City this AUG 02 2018, personally appeared the following:

Name	Competent Evidence of Identity	Place & Date of Issue/Expiry
AILEEN ANUNCIACION R. ZOSA <i>Executive Vice President and COO</i>	Passport No. EC1384672	06/11/14 DFA –Manila 6/10/19
MARLA CELINA CAIDIC <i>Authorized Representative</i>	Passport No. EC5081951	8/27/2015 DFA NCR-East 8/26/2020

both known to me to be the same persons who signed the foregoing document and acknowledged to me that their signatures prove their free acts and the entity/ies they represent.

SIGNED AND SEALED on AUG 02 2018 in Taguig City.

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Book No. 01
Series of 2018


ATTY. MARICEL C. CORONACION-SANTOS
NOTARY PUBLIC FOR AND IN TAGUIG CITY
NOTARIAL COMMISSION UNTIL DECEMBER 31, 2019
ROLE OF ATTORNEYS NO. 63834
IBP NO. 831591 / 1-29-18 / RIZAL
PTR NO. A-3819406 / 1-26-18 / TAGUIG CITY
MCLE COMPLIANCE NO. V-0016874 / 16 MARCH 2016



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