



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, **GISELA Z. KALALO**, hereinafter referred to as "**BCDA**";

- and -

MAC KUSINA DE KAFE, a private corporation, duly incorporated and registered under the laws of the Republic of the Philippines, with office and postal address at 86 Liberty Avenue, Barangay Socorro, Quezon City, herein represented by **MARIFE A. CASTIDADES** as evidenced by the attached Omnibus Sworn Statement (*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 nineteen (19) meetings 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.

The Property and Procurement Management Department (PPMD) proceeded with the procurement of items falling under Goods amounting to Php 1,000,000.00 and below through Shopping, Small Value Procurement, and other applicable Alternative Methods of Procurement as well as the procurement of goods involving Agency to Agency arrangement such as with DBM-PS,

renewal of software licenses, and emergency requirements as defined in Rule XVI of the revised IRR of RA 9184.

On 16 January 2025, the procurement of catering services was posted in PhilGEPS with closing date of 21 January 2025. After the set deadline, the supplier who submitted their proposal has undergone a food-tasting activity on 27 January 2025. After the concomitant examination, validation and verification of all eligibility, technical and financial requirements submitted, the **CONTRACTOR** was declared as the supplier with the Lowest Calculated and Responsive Quotation qualified to provide the required catering 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 |
|---|---|
| <ul style="list-style-type: none"> • Rice (steamed or whatever is in the menu) | <ul style="list-style-type: none"> • Sandwich or Noodle or Pasta-based dish or other Filipino Merienda Dishes |
| <ul style="list-style-type: none"> • Soup | <ul style="list-style-type: none"> • Assorted Drinks <i>(inclusive of sodas, iced tea, unlimited coffee and tea)</i> |
| <ul style="list-style-type: none"> • Salad | |
| <ul style="list-style-type: none"> • Chicken | |
| <ul style="list-style-type: none"> • Beef or Pork | |
| <ul style="list-style-type: none"> • Seafood (fish, shrimp, squid, oyster, scallop, etc.) | |
| <ul style="list-style-type: none"> • Vegetable | |
| <ul style="list-style-type: none"> • Dessert | |
| <ul style="list-style-type: none"> • Assorted Drinks <i>(inclusive of sodas, iced tea, unlimited coffee and tea)</i> | |

- 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 Meeting, Committee Meeting, and Board-related activities | 19 | 19 | 35 |

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.

- 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. Depending on the situation, BCDA has the option of ordering packed lunch and/or snack.
- g. 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.

[Handwritten signatures]

| | |
|------------------------|---------------------|
| Lunch (Php) | Snack (Php) |
| Php941.00 / pax | Php180 / pax |

The total contract price is **PESOS: SEVEN HUNDRED FORTY-FIVE THOUSAND FOUR HUNDRED SIXTY-FIVE and 00/100 (Php745,465.00), inclusive of all applicable taxes and fees.**

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 December 2025**, or 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 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

Prior to or upon the execution of this Agreement, the **CONTRACTOR** shall post in favor of, and deliver to **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 or personal check amounting to five percent (5%) of the approved budget for the Agreement stated in Section 4.

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 Agreement;
- b. It shall be co-terminus at least with the effectivity of this Agreement including any extensions hereof; and
- c. It shall be callable on demand.

The Performance Security posted shall be returned to the **CONTRACTOR** not later than sixty (60) days after the expiration or termination of this Agreement if **BCDA** determines that **CONTRACTOR** was not in default or breach of the terms of this Agreement.

Any liquidated damages in Section 9 hereof may also 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** such as, but not limited to, 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 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

The comments of the Office of the Government Corporate Counsel (OGCC) in its Contract Review Nos. 068 and 376, Series of 2014 have been incorporated in 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 and personnel/employees, 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) It is hereby understood that this Agreement shall not establish an employer-employee relationship between **BCDA** and the **CONTRACTOR**. 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 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 25 February 2025 at Bonifacio Global City, Taguig City, Metro Manila.

**BASES CONVERSION AND
DEVELOPMENT AUTHORITY**

CONTRACTOR

By:

By:


GISELA Z. KALALO
Executive Vice President


MARIFE A. CASTIDADES
Authorized Representative

Signed in the Presence of



MARIA CELINE ERIKA A. LABRADOR
Assistant Corporate Secretary



MIGNON L. GANDO
BS V, Board Secretariat

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Taguig City)


BEFORE ME, a Notary Public, for and in Taguig City City this
FEB 28 2025, personally appeared the following:

| Name | Competent Evidence of Identity | Place & Date of Issue/Expiry |
|---|--|--|
| GISELA Z. KALALO <i>Executive Vice President</i> | Passport No. P6042520B | 01/05/2021 DFA Manila 01/04/2031 |
| MARIFE A. CASTIDADES <i>Authorized Representative</i> | LTO Driver's License No. NO 1-03-001874 | Valid until 07/04/2032 |

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 FEB 28 2025 in
Taguig City.

Doc. No. 263
Page No. 54
Book No. 5
Series of 2025.


ATTY. MARICEL C. CORONACION-SANTOS
NOTARY PUBLIC FOR AND IN TAGUIG CITY
NOTARIAL COMMISSION UNTIL DECEMBER 31, 2025
ROLL OF ATTORNEYS NO. 63834
IBP NO. 497152 / 1-03-2025 / RIZAL
PTR NO. 6453958 / 1-07-2025 / TAGUIG CITY
MCLE COMPLIANCE NO. VIII-0004912 / 11-20-2023

Annex "A"

OMNIBUS SWORN STATEMENT

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

AFFIDAVIT

I, Marife Castidades, of legal age, Single, Filipino, and residing at 86 Liberty Avenue, Barangay Socorro, Quezon City, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the sole proprietor of MAC KUSINA DE KAFE with office address at 86 Liberty Avenue, Barangay Socorro, Quezon City;
2. As the owner and sole proprietor of MAC KUSINA DE KAFE, 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 **PROCUREMENT OF SUPPLY AND DELIVERY OF CATERING SERVICES FOR BCDA BOARD MEETINGS, COMMITTEE MEETING AND BCDA BOARD RELATED ACTIVITIES** of the BASES CONVERSION AND DEVELOPMENT AUTHORITY - MAIN, as shown in the attached duly notarized Special Power of Attorney;
3. MAC KUSINA DE KAFE 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 relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for 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. MAC KUSINA DE KAFE 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. MAC KUSINA DE KAFE complies with existing labor laws and standards; and
8. MAC KUSINA DE KAFE 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 **PROCUREMENT OF SUPPLY AND DELIVERY OF CATERING SERVICES FOR BCDA BOARD MEETINGS, COMMITTEE MEETING AND BCDA BOARD RELATED ACTIVITIES**.

9. MAC KUSINA DE KAFE 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 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 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.

11. MAC KUSINA DE KAFE hereby assigns the following contact person/representative, number/s and e-mail address/es as the official contact person, telephone number and contact reference of the company where the PCO BAC official notices may be transmitted.

| | |
|-----------------|---------------------------------|
| Contact Person: | Angelo Dave C. Latorre |
| Telephone No/s: | 0977 - 1244996 |
| E-mail Address: | kusinadekafe@gmail.com |
| Mobile No.: | 0977 - 1244996 / 0993 - 0968207 |

It is understood that notice/s transmitted in any of the above-stated contact person/representative, telephone number and/or e-mail address are deemed received as of its transmittal, and the reckoning period for the reglementary periods stated in the bidding documents and the 2016 Revised Implementing Rules and Regulations of republic Act No. 9184 shall commence from receipt thereof.

SUBSCRIBED AND SWORN to before me this JAN 21 2025 day of January 2025 at Quezon City, Philippines. Affiant/s known to me and known to be the same person/s in the exhibited Driver's License, with his/her photograph and signature appearing thereon, with no. N01-03-001874 and Community Tax Certificate No. 19580433 issued on February 14, 2024 at CTO Main.

IN WITNESS WHEREOF, I have hereunto set my hand this JAN 21 2025 day of January 2025 at Quezon City, Philippines.

Marife A. Castidades
Proprietress
Mac Kusina de Kafe

NOTARY PUBLIC

My commission expires Dec 31, 20____;
Not. Reg. No. 28 _____;
Page No. 6 _____;
Book I _____;
Series of 20 25 _____;

Rosalinda Adriano Montenegro
ATTY. ROSALINDA ADRIANO-MONTENEGRO
NOTARY PUBLIC
My Commission expires on Dec. 31, 2025
Admin. Matter No. NP-057(2024-2025)
PTR No. 7078313 (1/06/2025-Q.C.)
IBP OR No. 397268 (1/06/2025-Q.C.)
ROLL No. 66465
MCLE Compliance No. VII-8021672 Valid Until April 14, 2025