

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 President and Chief Executive Officer, **ARNEL PACIANO D. CASANOVA, ESQ.**, who is duly authorized under the *Revised BCDA Manual of Approvals*, dated 5 August 2010, specifically Section No. 10, Subject No. 10.03, a certified true copy of which is hereto attached as **Annex "A"**, hereinafter referred to as "**BCDA**";

- and -

_____, a private corporation,
doing business under the firm name and style,
_____, duly incorporated and registered under
the laws of the Republic of the Philippines, with office and postal address at
_____, herein represented by
_____, who is duly authorized for this purpose as evidenced by
the *Secretary's Certificate* dated _____, a copy of which is hereto
attached as **Annex "B"** 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 and sixty (60) Committee 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.

On _____, 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 **CONSULTANT** was declared as the bidder with the Lowest Calculated and Responsive Bid qualified to provide the required assistance and services to **BCDA**. Accordingly, the **BCDA** Board of Directors approved the award of the contract to _____.

NOW, THEREFORE, for and in consideration of the foregoing premises and the terms and conditions herein stipulated, the Parties hereby mutually agree and bind themselves to the following:

Section 1. Specific Undertaking.

The **CONTRACTOR** is engaged to provide Catering Services (the “Services”) for BCDA Board Meetings and/or Committee Meetings, as follows:

- Lot 1: Catering Services for Board Meetings
- Lot 2: Catering Services for Board Committee Meetings

Section 2. Scope of Services

Depending on the Lot/s awarded, 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
Pork or Beef	
Chicken	
Fish/Seafood	
Vegetable	
Desserts	
Assorted Drinks	

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

Event	Lunch	Snack
Board Meetings	17	17
Board Committee Meetings	46	46
TOTAL	63	63

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. 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 until completion. 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)
Lot 1 (Board Meetings)	500.00	200.00
Lot 2 (Committee Meetings)	500.00	200.00

In no case shall total payments made to the **CONTRACTOR** in this Agreement exceed the approved budget for the Contract amounting to Php793,800.00.

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 December 2014 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.

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 remain valid until issuance by the procuring entity of the Final Certificate of Acceptance;
- c. It shall be co-terminus at least with the final completion of the Services including time extension granted, if any; and
- d. 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** obligates itself to perform and complete all the 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 Makati 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.
- (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, Metro Manila.

**BASES CONVERSION AND
DEVELOPMENT AUTHORITY**

CONTRACTOR

By:

By:

ARNEL PACIANO D. CASANOVA, Esq.
President and Chief Executive Officer

Signed in the Presence of

AILEEN ANUNCIACION R. ZOSA
Executive Vice President

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

_____)

BEFORE ME, a Notary Public, for and in _____ City this _____
2014, personally appeared the following:

Name	Competent Evidence of Identity	Place & Date of Issue/Expiry
ARNEL PACIANO D. CASANOVA <i>President and CEO</i>	Passport No. EB1265133	10/28/2010 DFA-MANILA 10/27/2015

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 _____ 2014 in
_____.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2014.