

**CONTRACT FOR THE CATERING SERVICES FOR THE CONDUCT OF COMMISSION EN BANC (CEB) MEETINGS, JOINT MANAGEMENT COMMITTEE AND CEB MEETINGS, NATIONAL DIRECTORATE MEETINGS FOR MARCH TO DECEMBER 2022 FOR 30 PAX**

THIS CONTRACT made and entered into by and between the following:

The **COMMISSION ON HIGHER EDUCATION (CHED)**, a government agency with principal office at Higher Education Center, C.P. Garcia Avenue, UP Diliman, Quezon City, represented herein by its Chairman, J. PROSPERO E. DE VERA III, DPA and hereinafter referred to as the "CLIENT";

and

The **M.P. EVANGELISTA CATERING SERVICES**, herein represented by its Proprietress, MA. MINENE P. EVANGELISTA, hereinafter referred to as the "SUPPLIER".

**WITNESSETH:**

**WHEREAS**, the end-user submitted the Purchase Request (PR) with PR No. 2022-0120-0016 for the procurement of food/catering services for the conduct of Commission En Banc (CEB) Meetings, Joint Management Committee (ManCom) and CEB Meetings, and National Directorate Meetings (NDM) for March to December 2022 for 30 pax with the requirements as follow:

**Schedule of catering services:**

1. March 3 - 4 - 15 - 22 - 29, 2022 (@30pax/meeting)
2. April 5 - 19 - 26, 2022 (@30pax/meeting)
3. May 10 - 17 - 24, 2022 (@30pax/meeting)
4. June 2 - 3 - 14 - 21 - 28, 2022 (@30pax/meeting)
5. July 12 - 19 - 26, 2022 (@30pax/meeting)
6. August 9 - 16 - 23, 2022 (@30pax/meeting)
7. September 1 - 2 - 13 - 20 - 27, 2022 (@30pax/meeting)
8. October 11 - 18 - 25, 2022 (@30pax/meeting)
9. November 8 - 15 - 22, 2022 (@30pax/meeting)
10. December 1 - 2 - 13 - 20 - 28, 2022 (@30pax/meeting)
11. Provision for Special Meetings (4 meetings)

**No. of meetings:** *Maximum of 42 meetings*

**Meal Specifications:**

- Packed Meals will be served
- Breakfast (free-flowing coffee and tea or hot choco), bottled water, fried/plain rice, 3 main courses, dessert (assorted fruits & pastries)

- AM & PM Snacks (free-flowing coffee and tea or juice), bottled water, pancit/bihon, native food/kakanin, soup (molo, sotanghon) assorted fruits, pastries, candies & nuts)
- Lunch (rice, 3 main courses [vegetable, fish, meat], soup, salad, fruit in season (at least 3 kinds), juice & bottled water)
- Dinner (rice, 3 main courses [vegetable, fish, meat], soup, salad, fruit in season (at least 3 kinds), juice & bottled water)

**Requirements:**

1. Two (2) stand-by waiters
2. For fish (choices of pink salmon, tuna belly, talakitok, pampano, blue marlin, tanigue)
3. For Soup (preferred homemade soup: tinola, nilaga, sinigang, sinampalukan, clam soup)

**No advance deposit required.**

**Mode of Payment:** Send Bill every after completed event. No payment in case the meeting is canceled.

**Inclusive of all government taxes.**

*Additional Requirement attached to the Technical Specifications form for the Procurement of food/catering services for the conduct of Commission En Banc (CEB) Meetings, Joint ManCom & CEB Meetings and National Directorate Meetings for March to December 2022 @ 30 pax:*

**The bidder should submit the following:**

1. At least three (3) certifications or proof of satisfactory performance from previous clients
2. Photos of sample food presentation (buffet / plated / packed)
3. Proof of full vaccination of waiters/servers

**WHEREAS**, the approved Annual Procurement Plan (APP) included the Project Procurement Management Plan (PPMP) of the Office of the Executive Director (OED) for the **Procurement of food/catering services for the conduct of Commission En Banc (CEB) Meetings, Joint ManCom & CEB Meetings and National Directorate Meetings for March to December 2022 @ 30 pax** with an Approved Budget for the Contract (ABC) amounting to One Million Four Hundred Forty Nine Thousand Pesos Only (Php 1,449,000.00) through **“Public/Competitive Bidding”** in accordance to the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act.

**WHEREAS**, the proper procurement procedure under Republic Act No. 9184 has been undertaken for this purpose as evidenced by Bids and Awards Committee (BAC) Resolution No.

2022-026 dated 02 March 2022 which recognizes this transaction as Public/Competitive Bidding in the amount of **ONE MILLION ONE HUNDRED NINETY-NINE THOUSAND TWO HUNDRED FIFTY PESOS ONLY (P1,199,250.00)**, chargeable against the General Appropriations Act Fund, subsequently approved on 16 March 2022 through Commission En Banc (CEB) Resolution No. 119-2022 dated 15-16 March 2022;

**WHEREAS**, the Supplier received and accepted the Notice of Award No. 2022-03-022 on 17 March 2022, issued by the Head of the Procuring Entity (HoPE);

**NOW THEREFORE** both parties bind themselves and agree as follows:

## **1. TERMS OF BILLING AND PAYMENT**

1.1. Send bill arrangement. The Supplier shall be responsible for the submission of the Concessionaire Invoice and Delivery Receipt.

1.2. Payment shall be made within 45 days upon receipt of Statement of Account (SOA).

Send Bill to:

Name: **CHED Office of the Executive Director (OED)**

Address: HEDC Building, C.P. Garcia Avenue, Diliman, Quezon City

1.3. Payments will be deposited to the Supplier's bank account. The Supplier shall provide a bank certificate with the following details:

Account Name:

Account Number:

Bank Name & Branch:

## **2. DELIVERY AND DOCUMENTATION**

2.1. Delivery time of the food to be served as follows:

Breakfast – not later than 8:30 a.m.

AM Snacks – not later than 9:30 a.m.

Lunch – not later than 11:30 a.m.

PM Snacks – not later than 2:30 p.m.

Dinner – not later than 6:00 p.m. (if applicable)

2.2. In case of delayed payment, the Supplier's services shall continue and will not be interrupted despite the said delayed payment of accounts.

2.3. The Client accepts no liability for the damages/spoilage of food during transit.

### **3. TERMS AND CONDITIONS**

3.1. The Supplier shall provide food and catering services for a total of forty-two (42) meetings starting **21 March 2022 until 31 December 2022**;

3.2. Notice of event cancellation or postponement shall be made at least one (1) week before the scheduled date, except in case of force majeure, labor disputes, strikes or other cause beyond its control;

3.3. The Client shall advise the Supplier in writing the guaranteed number of guests at least one (1) week before the date and time on the reverse side hereof. In case no such notice is received by the Caterer it shall be understood and agreed that the guaranteed number of guests shall be that already indicated in the contract;

3.4. Only for the reason of non-availability of raw materials, the Supplier shall be allowed to change the menu as indicated in this Agreement subject to prior notice and consent of the Client; Provided that the replacement dish/es will be chosen by the Client from among the options listed in the Menu Package effective at the time of the execution of this Contract;

3.5. The Supplier hereby warrants that the food and beverages are all in good quality and in compliance with the requirement specified in the Purchase Request;

3.6. The Supplier shall provide a buffet set-up, plated meals, and packed meals upon request of the Client;

3.7. The Supplier shall provide adequate, efficient and reliable operation and under satisfactory and sanitary conditions at all times;

3.8. The Client shall be held liable only for the damage/s and or loss to the Supplier's property and equipment caused by the fault of Client or Client's guest and when no contributory fault or intelligence is attributable to the Supplier, its employees, agents or representatives;

3.9. The Supplier is required to follow minimum health protocols issued by the Inter-Agency Task Force (IATF) for the Management of Emerging Infectious Diseases;

3.10. All other matters in respect of the procurement of this service and the implementation of this Contract shall be governed by the applicable provisions of R.A. No. 9184 and its Revised IRR, as well as other pertinent laws, rules and regulations; and

3.11. The Supplier shall warrant that it has not given any amount to any official and employees of the Commission on Higher Education to secure this Contract. Violation of this warranty shall be a sufficient ground for the CHED to revoke or cancel the Contract.

All documents in connection with this procurement are deemed part of this Contract.

**IN WITNESS WHEREOF** the parties hereto have caused this Contract to be duly executed on behalf of a duly authorized representative as of the date first set forth above.

COMMISSION ON HIGHER EDUCATION

M.P. EVANGELISTA CATERING SERVICE

By:

**J. PROSPERO E. DE VERA III, DPA**  
Chairman

By:

**MA. MINENE P. EVANGELISTA**  
Proprietress

Certified as to Availability of Funds:

**MIRRIAM V. MIRANDA**  
Chief Accountant - AFMS

02 - 010101-2022-03-00735

3/11/22 ₱ 1,199,250.00

Signed in the presence of:

**ATTY. CINDERELLA FILIPINA S. BENITEZ-JARO**  
Executive Director IV, CHED

**MARY JOY P. EVANGELISTA**  
Representative, M.P. Evangelista Catering Services

**ACKNOWLEDGEMENT**

Republic of the Philippines)

QUEZON CITY) S.S.

**QUEZON CITY**

BEFORE ME, a Notary Public for an in \_\_\_\_\_, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE AND PLACE OF ISSUE
J. PROSPERO E. DE VERA III, DPA		
MA. MINENE P. EVANGELISTA		

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

**MAR 21 2022**

**QUEZON CITY**

SIGNED AND SEALED on \_\_\_\_\_ in \_\_\_\_\_.

Doc No. 019:  
Page No. 20:  
Book No. 3:  
Series of 2022.

**ATTY ELISEO S. CALMA, JR.**  
Notary Public  
Roll No. 50183  
PTR No. 2454359-D, Jan. 03, 2022  
IBP No. 095280, Nov. 20, 2019  
MCLE Comp. No. VI-0012817 until April 14, 2022  
ADM Matter No. NP-067 until Dec. 31, 2021  
Extended as Commission Under B.M. 3795  
Until June 30, 2022