

CONTRACT NO. 2023-229

CATERING SERVICES CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This **Catering Service Contract** made and entered into by and between:

PHILHEALTH REGIONAL OFFICE – CORDILLERA ADMINISTRATIVE REGION (PRO-CAR), herein referred to as the “**PROCURING ENTITY**”, a Government Owned and Controlled Corporation duly created by virtue of RA 7875 as amended by R.A. 10606 and R.A. 11223, otherwise known as the “Universal Health Care Act, with office address at SNOBT Inc. Building, No. 19 Leonard Wood Road, Baguio City, represented by the Regional Vice President, **DOMINGA A. GADGAD, MD, MPA**, who is authorized for this purpose under PhilHealth Corporate Order No. 2018-0026 on the New Delegation and Signing Authority (DSA) in the Head Office and Regional Offices;

- and -

J. MEDINA CANTEEN, a business entity duly organized in accordance with the law of the Philippines, herein referred to as the “**CATERER**”, holding office at G/F Tesda Building, Loakan, Baguio City, Philippines, represented by its Owner, **JOSE R. MEDINA, JR.**;

- WITNESSETH -

WHEREAS, the **PROCURING ENTITY** will conduct the **WRITESHOP FOR PREPARATION OF PROCAR RDCC PSCP** on November 14-16, 2023 and there is a need for a caterer who can provide the food requirements for the participants;

WHEREAS, in the CY 2023 14th Annual Procurement Plan (APP) Amendment of **PROCURING ENTITY**, the catering services for the said training shall be procured through Negotiated Procurement – Small Value Procurement;

WHEREAS, a canvass was conducted from November 8-10, 2023 and the **CATERER** submitted a quotation for twenty eight (28) participants on the above stated activity;

WHEREAS, **PROCURING ENTITY** accepted the said quotation/proposal to the service requirement, as its offer is deemed advantageous to the Corporation;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto adopt this Catering Service Contract under the following terms and conditions;

ARTICLE I
UNDERTAKING OF PHILHEALTH - CAR

1. **PROCURING ENTITY** agrees to pay the cost of catering services for a total amount of **Forty One Thousand Five Hundred Eighty Pesos (P41,580.00)** for the activity with the following food requirements:

November 14-16, 2023 (28 pax)	
AM Snacks	Any local snacks (e.g. Banana Cue, Ginataan, Bilo-bilo), Fruit Juice
Lunch	2 main course (Pork, Beef, Chicken) and Vegetables with Rice; Soup; Dessert (Fruits, Salads or Pastries); Drinks (Fruit Juice)
PM Snacks	Any local snacks (e.g. Banana Cue, Ginataan, Bilo-bilo), Fruit Juice
Add on:	Free flowing brewed, tea, and juice for the entire duration of the workshop

2. **PROCURING ENTITY** shall pay the full amount as initially agreed in case the minimum guaranteed number of participants is not met;
3. **PROCURING ENTITY** shall pay the **CATERER** the full amount upon receipt of the Statement of Account, and all rules on local taxes relative thereto shall apply;
4. **PROCURING ENTITY** assumes the responsibility for any damages to any property rented that may be caused by PhilHealth employees.

ARTICLE II
UNDERTAKING OF THE CATERER

1. The **CATERER** agrees to conduct the Catering Services on November 14-16, 2023;
2. The **CATERER** shall be in the premises at 10:00 AM for the AM Snack, 12:00 NN for the Lunch and 3:00 PM for the PM Snack and ensure that the food is freshly made and delivered;
3. The **CATERER** shall use non-disposable plates, cutlery and cups;
4. The **CATERER** shall ensure the timely and complete delivery and serving of food and provide staff to attend to the catering services;
5. The **CATERER** must abide the minimum health protocol implemented by the City for service providers.
6. The **CATERER** may substitute items that become unavailable in the open market or that exceeds reasonable market costs provided that a prior notification and approval of **PROCURING ENTITY** is secured;
7. The **CATERER** shall prepare and serve up to ten (10) persons in addition , in case the number of participants exceeds the minimum guaranteed attendance as agreed by the parties;

8. The **CATERER** and /or its agents will be liable for any damage to property entrusted to its employees for the loss of any property by theft or otherwise.

ARTICLE III BREACH OF CONTRACT

1. Breach of any of the terms and conditions provided herein shall cause the cancellation of the Catering Services Contract, and the guilty party shall be liable for the damages without prejudice to the availment of other legal remedies;
2. Violation of any provision of this Contract shall be meted the appropriate sanctions and penalties as may be deemed appropriate by **PROCURING ENTITY**.

ARTICLE IV WARRANTIES AND REPRESENTATION

1. All prior approvals necessary to negotiate, conclude and perform this Contract have been obtained and that this Contract is binding covenant upon both parties;
2. The signatories to this Contract are duly authorized to sign and to bind the agency being represented.

ARTICLE V ANTI-GRAFT AND CORRUPTION CLAUSE

The contracting parties undertake to comply with Office Order No. 0018-2015 entitled "Reiteration of PhilHealth No Gift Policy (Revision 1)" which is deemed incorporated into this Contract. No PhilHealth personnel shall solicit, demand, or accept, directly or indirectly, any gift from any person, group, association, or judicial entity, whether from the public or private sector, at any time, on or off the work premises where such gift is given in the course of official duties or in connection with any transaction which may affect the functions of their office or influence the actions of directors or employees, or create the appearance of a conflict of interest.

Each party hereby undertakes that, at the date of the entering into force of the Contract, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Contract and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.

ARTICLE VI NON-DISCLOSURE AGREEMENT

The parties and any or all of their staff or representatives who will be involved in this project shall be required to sign a mutual Non- Disclosure Agreement and maintain strict confidentiality on any information accessed from the PhilHealth database or provided by PhilHealth. This condition shall apply even after the contract ends. The contracting party shall not disclose any proprietary or any confidential information relating to PhilHealth or to this agreement without prior written consent from the latter.

**ARTICLE VII
FREE AND HARMLESS CLAUSE**

CATERER holds **PROCURING ENTITY** free and harmless from any claim, obligation or liability that may be caused to any third party that may be injured or harmed due to the willful, unlawful or negligent act or omission of **CATERER** or any of its personnel or representative, without prejudice to any other legal action that **PROCURING ENTITY** may have against **CATERER**, in relation to the implementation of the Contract.

**ARTICLE VIII
VENUE OF ACTION**

If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any legal action, suit or proceeding arising out of or relating to the Contract shall be submitted to arbitration in the Philippines in accordance with R.A. 876 and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Whenever necessary to promote Arbitration or to seek judicial relief, **PROCURING ENTITY** and **CATERER** agree that any legal action, suit or proceeding arising out of or relating to the Contract shall be instituted in any competent court in Baguio City, to the exclusion of other courts of equal jurisdiction.

**ARTICLE IX
EFFECTIVITY AND TERMINATION**

1. This Contract shall take effect upon signing hereof;
2. This Contract may be terminated in writing by either Party for reason of non-fulfillment by any of the party of its obligations under this Contract.

**ARTICLE X
REVISION OR AMENDMENT**

Any revision or amendment to this Contract shall require written consent of both Parties.

**ARTICLE XI
SEPARABILITY CLAUSE**

If any provision of this Contract is declared null and void, invalid or contrary to law by a court of competent jurisdiction, all the other provisions which are not affected shall remain in force and effect and binding upon the parties.

IN WITNESS WHEREOF, the parties have signed this Contract this NOV 10, 2023 in Baguio City.

DOMINGA A. GADGAD, MD, MPA
Regional Vice President
PHILHEALTH -CAR

JOSE R. MEDINA, JR.
Owner
J. MEDINA CANTEEN

Signed in the presence of:

ATTY. MARAH B. ALAGON
Division Chief, MSD
PHILHEALTH - CAR

REPRESENTATIVE
J. MEDINA CANTEEN

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
BAGUIO CITY)

) S.S.

BEFORE ME, a Notary Public for and in Baguio City, on NOV 10 2023, 2023, personally appeared:

Name	Type of ID / ID No.	Date / Place Issued
DOMINGA A. GADGAD, MD, MPA	Company ID No. 10037399	1999/Pasig City
JOSE R. MEDINA, JR.	Driver's License # 201-94-049130	8/23/23 / TARIAC CITY

Known to me and identified by me through integrally complete identification card to be the same persons who executed the foregoing instrument which refers to a Catering Services Contract consisting of Five (5) pages including the page which this acknowledgement is written and acknowledged to me that the same is their free act and deed.

WITNESS MY HAND SEAL, at the date and place above written.

Doc. No. 244
Page No. 49
Book No. XIX
Series of 2023

Notary Public

RANDY W. LEM-ER SR.
NOTARY PUBLIC

Notarial Commission No. N.A. 227-NC-22-R
My Commission expires on December 31, 2024
Roll No. 67798, 5/25/17, Manila

PTR No. 5775993, 01/03/23, Baguio City
IBP No. 252839, 12/23/22, for Year 2023
MCLE Compliance No. VII-0024156 until April 14, 2025
Rm. 21A Sacred Heart Bldg., Diego Silang St. B.C.
Mobile Nos. 0918-400-6899, 0938-2882-572