

TERMS OF REFERENCE

Catering Services for the Workshop on Evidence Gathering and Statement Taking

I. Rationale/Objective

The Mergers and Acquisitions Office (MAO) of the Philippine Competition Commission (PCC) is mandated to review, investigate and evaluate mergers and acquisitions which are likely to substantially prevent, restrict or lessen competition in the relevant market or in the market for goods and services.

The PCC, through MAO will conduct a two-day **Workshop on Evidence Gathering and Statement Taking** on **15 and 22 February 2019** from **8:00 A.M. to 5:00 P.M.**

An external service provider shall be contracted to provide food for the said workshop.

II. Participants

The two-day event will gather **50 persons** for the Workshop including PCC Officials and Staff.

III. Requirements

A. Menu (*minimum requirement*)

- **AM/PM Snacks**
 - Combination of pasta and pastries
 - 1 round Iced Tea / Lemonade / Juice
- **Buffet Lunch**
 - At least with 3 viands (Fish, Pork/Chicken, Beef, Vegetables)
 - Steamed rice
 - At least 2 desserts (salad / fresh fruits / pastries)
 - Soup
 - Bottomless Iced Tea / Lemonade / Juice
- **Other**
 - Free-flowing coffee and/or tea and drinking water during activity

B. Serving Schedule

- Mid-Morning Snack – 10:00 AM
- Buffet Lunch – 12:00 NN
- Mid-Afternoon Snack – 3:00 PM

C. Scope of Work

- Ingress at least 1 to 2 hours before the program (8:00AM)
- Ensure quality of food and drinks prior to actual serving and cleanliness of dinnerware and utensils to be used;
- Set up at least one (1) managed Buffet Station, well-arranged and covered by navy blue linen;
- Must have at least two (2) staff / servers for the assistance in distribution of food and drinks and one (1) coordinator;
- Egress immediately after the program (5:00 PM).

IV. Approved Budget for the Contract (ABC)

A total estimated ABC for this procurement is **Sixty-Five Thousand Pesos (Php 65, 000.00)**, inclusive of all applicable government taxes and service charges.

V. Mode of Procurement

The mode of procurement shall be **Negotiated Procurement – Small Value Procurement** which covers provision of food / catering services under the Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184.

VI. Payment Scheme

Full payment of the contract shall be paid within 15 days after the issuance of the following:

- a. Billing statement by the Service Provider; and
- b. Certificate of Satisfactory Service issued by PCC


VII. Liquidated Damages

Failure to comply with the Terms and Conditions of the contract will result in the payment of corresponding penalties/liquidated damages in the amount equal to one-tenth of one percent (1%) of the cost of unperformed portion for every day of delay. If the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of contract. The PCC reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

VIII. Dispute Agreement/Resolution:

- A. Should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Quezon City.
- B. In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts; and
- C. Any amendment or additional terms and conditions to the Contract must be in writing, signed and acknowledged by the Parties.

Approved by:


KRYSTAL LYN T. UY
Director IV, Mergers and Acquisitions

Conforme:

Name and Signature of Authorized Representative

Designation

Company

Date