



## **TERMS OF REFERENCE**

### **Provision of Catering Services for the PCC's 3<sup>rd</sup> General Assembly on 30 October 2018**

#### **I. Rationale/Objective**

The PCC considers human resource as an important element/asset of an organization and it shall ensure to promote growth and welfare of employees to retain a committed, well-motivated and skilled team. Cognizant of the needs of the employees, a Staff Assembly has been scheduled on 30 October 2018. This will serve as avenue to foster and enhance communications and partnership between the employees and management.

#### **II. Participants**

The event shall be participated in by 160 officials and staff of the Philippine Competition Commission.

#### **III. Requirements**

##### **A. 30 October 2018: 3<sup>rd</sup> General Assembly**

##### **1. Menu**

- AM Snacks
  - combination of pasta and pastries
  - 1 round iced tea/ lemonade/ juice
- AM/PM Snacks
  - combination of burger sandwich and chips
  - 1 round iced tea/ lemonade/ juice
- Buffet Lunch
  - at least with 3 viands (fish, chicken, and beef)
  - vegetables
  - steamed rice
  - at least 2 desserts (salad/ fresh fruits and pastries)
  - soup
  - bottomless iced tea/ lemonade/ juice
- Others
  - free-flowing coffee, tea and drinking water
  - mixed nuts
  - halloween-designed rectangular cake (12x12)
  - provision of complimentary additional 10% serving of food and drinks as buffer

##### **B. Serving Schedule**

## **B. Serving Schedule**

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

## **C. Scope of Work**

1. Ingress at least 2 hours before the program;
2. Ensure quality of food and drinks prior to actual serving and cleanliness of dinnerware and utensils to be used;
3. Set up at least two (2) managed buffet station, well-arranged and covered by white and black combination of linens, and a well-decorated centerpiece;
4. Provide appropriate number of tables and chairs and 6 cocktail tables with mini centerpiece;
5. Basic decoration – black and white balloons;
6. Must have at least two (3) staff/ servers for the assistance in the distribution of food and drinks, and one (1) coordinator;
7. Egress immediately after the program; and
8. Coordinate closely with PCC in securing delivery and work permit from Ayala.

## **IV. Approved Budget for the Contract (ABC)**

A total estimated ABC for this procurement is **One Hundred Four Thousand Pesos (₱ 104,000.00)**, inclusive of all applicable government taxes and service charges.

## **V. Mode of Procurement**

The mode of procurement shall be Negotiated Procurement which covers provision of food and catering services, provided 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 fifteen days (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 there be 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:

  
**KENNETH V. TANATE, PhD**  
Executive Director and

Concurrent Director IV, Administrative Office Director IV, Administrative Office

Conforme:
_____ Name and Signature of Authorized Representative
_____ Designation
_____ Company
_____ Date