



CATERING CONTRACT

Agreement between

PHILIPPINE PASTRIES, INC.

with business address located at the 2nd floor Pacific Hardwood Building, 2158 Pasong Tamo Street, Makati City, owner and operator of Bizu Patisserie and Bistro, hereinafter called *caterer*,

and

DEPARTMENT OF FOREIGN AFFAIRS

with business address located at 2330 Roxas Blvd., Pasay City hereinafter called *client*.

Title of Event : Lunch Meeting with House Speaker Ferdinand Martin Romualdez Hosted by the Secretary for Foreign Affairs
 Guaranteed Number of Pax : 10 pax / 15 sets
 Type of Service & Food : Lunch Buffet & Packed Meals
 Date/ Day of Event : April 23, 2024
 Event Service Hours : 11:00 AM - 3:00 PM
 Venue of the Event : 11th Floor Office of the Secretary, DFA Main Building, Roxas Blvd, Pasay City

Contact Person : Karlo Berme
 Contact number/s : +639610921791
 E-mail Address : karlo.berme@dfa.gov.ph

Package Rate : Php 39,500.00 Celebrations Basic Menu at Php 3,950.00++ / pax
 Management Fee : Php 3,950.00
 VAT : Php 4,740.00
 Add on Rate : Php 11,625.00 Everyday Meals at Php 775.00 / pax
Total Payable Amount : Php 59,815.00
Php Fifty Nine Thousand Eight Hundred Fifteen Only

CELEBRATIONS BASIC MENU (10 pax)

<p>Salad Course</p> <ul style="list-style-type: none"> Raspberry Walnut Salad with Cherry Tomato, Grapes, Parmesan, Mesclun and Raspberry Vinaigrette <p>Pasta Course</p> <ul style="list-style-type: none"> Linguine ala Vongole <p>Main Course</p> <ul style="list-style-type: none"> Beef Shepherd's Pie Rosemary Herbed Chicken with Au Jus Cobbler Fish with Shiitake Caper Sauce Rice Pilaf with Chickpeas, Sweetpeas and Asparagus 	<p>Dessert</p> <ul style="list-style-type: none"> Samba Cake Fresh Fruit Skewer Macaron de Paris <p>Beverage</p> <ul style="list-style-type: none"> Peach Iced Tea, Sodas Coffee/ Tea
---	--

EVERYDAY MEALS (15 sets)

<p>BEEF SET</p> <ul style="list-style-type: none"> Linguine Pomodoro Tender Beef and Mushroom Rice Pilaf Grilled Vegetable Brochettes Chocolate Mousse 	
--	--

AMENITIES:

- ☐ Round dining table and white tiffany/ black bistro chairs for all your guests
- ☐ Dining set-up with fine china, flatware and glassware
- ☐ Your choice of linens from our collection to match your motif
- ☐ Uniformed and well-trained wait staff
- ☐ Floral centerpieces
- ☐ Chef Service
- ☐ Bar service, which includes mineral water and ice, hi-ball glasses, and goblets



IN CONSIDERATION OF THE SERVICES TO BE PERFORMED BY PHILIPPINE PASTRIES INC “CATERER” FOR THE BENEFIT OF DEPARTMENT OF FOREIGN AFFAIRS “CLIENT” AT THE EVENT LUNCH MEETING WITH HOUSE SPEAKER FERDINAND MARTIN ROMUALDEZ HOSTED BY THE SECRETARY FOR FOREIGN AFFAIRS SCHEDULED FOR APRIL 23, 2024 AS SET FORTH IN THE ATTACHED INVOICE _____ CLIENT AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

MENU REQUIREMENTS: Menu requirements are to be followed as discussed and agreed upon with Client. A guarantee of **10%** in excess of the total number of guest count for food will be available. For Plated Menu, any excess from the confirmed and guaranteed number of pax is subject to charges as priced per head.

ATTENDANCE OF GUESTS: In arranging for private functions, the attendance must be specified and communicated to Caterer by 12:00 noon at least **7 days in advance** as a reduction or additional in the final number of guests. Any reduction is subject to changes in the price per head. If the actual number in attendance is greater than the amount confirmed, Caterer cannot guarantee that adequate food will be available for all persons attending and shall not be required to provide additional place setting, food and beverage. However, should Client request for additional set up, food and service, and is possible for Caterer, it is Caterer’s discretion and option to provide the additional setting and food. Client shall pay Caterer the amount of **Php 3,950++** per extra person. Provided, that in cases where there are government restrictions imposed on social gatherings upon the execution of this Contract, and where the said restrictions would be applicable on the event date as agreed upon, the actual number of guests shall not exceed the limit allowed pursuant to applicable government issuances and regulations. Provided, further, that should the said restrictions be lifted and are no longer applicable on the actual date of event, Client may request for additional food, beverage and set up. Such request must be communicated to Caterer at least 2 weeks prior to the date of the event.

However, where said government restrictions are imposed subsequent to the execution of this Contract, and the number of guests exceeds the allowable limit, Client must reduce the number of guests or opt to postpone the event to a later date, subject to the terms of payment below.

PAYMENT: A booking fee of Php20,000.00 is required to reserve the date of the event upon food tasting. This amount is non-refundable but is deductible from the total contract amount. A food tasting fee of Php10,000.00 shall also be charged for a maximum of 4 persons; Provided, that food tasting shall only be conducted once per menu ordered; Provided, further, that should Client change the menu 1 month before the date of the event, another food tasting will be allowed under the same terms and conditions as the first food tasting.

Down payment/deposit amounting to 70% of total amount of this contract is required upon confirmation. The balance will be due 1 week before the date of the event. Both payments must be made in **Manager’s Check** payable to **Philippine Pastries Inc.** Provided, that should Client request for an increase in the number of guests, Caterer reserves the right to require additional down payment upon approval of the said request. **For Credit card payments, three (3) % processing fee is added to your total amount.** On the other hand, should the parties agree to reduce the number of guests as originally agreed upon pursuant to government restrictions, the excess payment, if any, shall be credited to future events. Alternatively, Caterer may issue gift checks equivalent to the excess payment in favor of Client, at the option of Client.

PAYMENT SCHEDULE:

Table 1:

<u>PAYMENT TERMS</u>	<u>AMOUNT DUE</u>	<u>DUE DATE</u>
Full Payment	PHP 59,815.00	May 23, 2024

UNIONBANK PAYMENT INSTRUCTION:
 UB Savings Account: 0020 2003 1778
 Account Name: PHILIPPINE PASTRIES INC
 Payers Name: DEPARTMENT OF FOREIGN AFFAIRS

Any balance due as a result of additional charges or incidental charges (e.g. additional or special set up, additional food, increase in the number of guests, etc.) shall be paid in check and shall/must be paid immediately after the event on the same function date. **The Caterer reserves the right to assess penalty or finance charges on any amount unpaid when due at an interest rate of One Percent (1%) per day, compounded daily, until date of full settlement within 7 days. If not paid within 7 days, an interest of 1% compounded weekly will be charged until full settlement.**

CANCELLATION/POSTPONEMENT: Client is required to inform Caterer of any cancellation or postponement of the event in writing addressed to the signatory and stating the reason for cancellation or postponement. The following penalties shall be charged to Client if cancellation is made at certain periods:



Table 2:

<u>DATE OF CANCELLATION</u>	<u>PENALTY</u>
More than 6 months before the event	Fifty Percent (50%) of the Total Contract Price
Less than 6 months before the event	Eighty Percent (80%) of the Total Contract Price
Less than 30 days before the event	One Hundred Percent (100%) of the Contract Price

Table 3:

<u>DATE OF POSTPONEMENT</u>	<u>PENALTY</u>
Ninety (90) days or less	Fifty Percent (50%) of the Total Contract Price
Ninety- One (91) days or more	Eighty Percent (80%) of the Total Contract Price

CLIENT may either opt to postpone the Event once or cancel the Event altogether. CLIENT shall not incur any penalties should CLIENT opt to postpone the Event Ninety-One (91) days prior to the scheduled event. On the other hand, should the CLIENT opt to cancel the Event, the above penalties shall be applicable to be counted from the date of event as originally scheduled, unless otherwise agreed upon.

Any penalties incurred shall be deducted from the partial or full payments made by the CLIENT.

SERVICE TIME/OVERTIME: Service time is limited to contract hours (from **11:00 AM** to **3:00 PM**) for the event. An overtime fee of Php10,000.00 per hour in excess of the said period will be charged to the client immediately payable after the event in cash or check. Provided, that service time shall be automatically shortened pursuant to government regulations, if any. Any change in service time shall be upon the agreement of the parties.

INDEMNITY: Client shall be held responsible for the safety and security of all his/her/its guests' personal property brought to the event prior to, during or after the function. The parties and all their employees and guests shall adhere to the minimum health standards prescribed by the government, if any. Best practices shall be adopted by Caterer with the conformity of Client to ensure the health and safety of all persons present in the event. Provided, that any additional costs shall be for the account of Client.

Client agrees to indemnify Caterer for any damage, theft, or loss of Caterer's property (including without limitation, equipment, plates, utensils, and motor vehicles) occurring at the event and shown to be indubitably caused by employees or guests of Client. Caterer also agrees to indemnify Client for any damage, theft or loss of its property or that of its guests occurring at the event and shown to be indubitably caused by the contractors and/or employees of Caterer. However, Client shall agree to pay for the cost of broken, damaged or lost equipment, furniture, fixtures, glassware, utensils, whether damaged by the guests or Client themselves based on the market price. Client further agrees to indemnify Caterer for any damage to the venue, caused by Client's guests, or as a result of any form of accident.

Should Client and/or his/her/its guests bring any food or beverage items beyond what Caterer has been contracted to serve, including, but not limited to, lechon, lechon baka, desserts, wines and spirits, juices and other extraneously supplied food and beverages, Client shall indemnify and hold Caterer free and harmless for any food or substance poisoning suffered by Client and/or his/her/its guests, including, but not limited to, all pecuniary damages, hospitalization and legal expenses and other consequential damages or expenses suffered by Client and/or his/her/its guests; Provided, that Caterer has the absolute right to refuse to serve food and/or beverages that it sees no longer fit for human consumption; Provided, further, that should Client and/or their guests insist on serving the food and/or beverages after Caterer has advised them that the same is no longer fit for human consumption, Caterer may nonetheless refuse to serve the food and/or beverages; Provided, finally, that should Client and/or their guest/s serve the food and/or beverages themselves, the indemnity and free and harmless clauses hereinabove shall likewise apply to Caterer.

FORCE MAJEURE: Caterer shall not be liable for any failure or delay in the performance of any of its obligations under this Contract, if such failure or delay is caused by *force majeure*. **Force majeure** shall include, but shall not be limited to, fire, earthquake, floods, tsunamis, typhoons, tornados, pandemics and/or other acts of God, acts of public enemy, riots, war, rebellion, insurrection, sabotage, terrorism, labor strikes, lockouts or other industrial disturbances, order of competent government authority, community quarantine imposed by the government, business closures imposed by the government, order of any court or regulatory or arbitrage body of competent jurisdiction, power, communications or transportation service interruptions, suspension of supplies, or any other unforeseen event or causes beyond the reasonable control of the Caterer.

RESOLUTION OF FORCE MAJEURE. In case of *force majeure*, Client shall not be subject to any damages or a refund of any payments made pursuant to this Contract. Client may reschedule the event on such date and under such terms and conditions to be agreed upon with Caterer; Provided, that Caterer shall not guarantee the same contract amount as stated should, there be price increase implemented by Client due to increases in the price of the ingredients, cost of labor and the like. Alternatively, Client may opt to reduce the number of guests in case of *force majeure* caused by government restrictions on mass gatherings, if possible and under such terms and conditions to be agreed upon with Caterer.

DISPUTE RESOLUTION: All claims and disputes arising under or relating to this Contract shall be referred initially to either party for negotiation before resorting to litigation. The parties shall endeavor to settle any and all issues in relation to this Contract amicably. Written notice of any breach, claim or dispute shall be sent to the parties personally in the addresses stated herein. Provided, that the other party shall respond within 10 days from written notice. Provided further that, should negotiation fail and no compromise was entered into within 90 days from written notice, the claiming party may avail of other remedies provided by laws.



GOVERNING LAW AND JURISDICTION: This contract shall be governed by and construed in accordance with the laws of the Philippines. The parties hereby submits to the jurisdiction of the Regional Trial Court of Makati City, to the exclusion of all other courts, in any action or proceeding arising out of or relating to this Contract or the transactions contemplated hereby.

Client shall not assign or otherwise transfer any of his/her/its rights and obligations under this Contract without the prior written consent of Caterer.

Any notice required to be given by any of the parties under this Contract shall be in writing and may be sent by personal delivery, by registered mail or transmitted via facsimile, as follows:

To the Owner: CHIEF EXECUTIVE OFFICER
Philippine Pastries Inc.
2nd floor Pacific Hardwood Building
2138 Pasong Tamo Street, Makati City
Fax No.: 632 8934645

To Client: DEPARTMENT OF FOREIGN AFFAIRS

All details are set forth dated: April 19, 2024

Conforme:

A handwritten signature in black ink, appearing to read "A. Cuaman", written over a horizontal line.

ANGELINE CARL CUAMAN
Sales Executive
Philippine Pastries Inc.

A handwritten signature in black ink, appearing to read "Adrian Bernie C. Candolada", written over a horizontal line.

ADRIAN BERNIE C. CANDOLADA
Assistant Secretary
Department Of Foreign Affairs

A handwritten signature in black ink, appearing to read "Mishell Aquitania", written over a horizontal line.

MISHELL AQUITANIA
Sales Manager for Corporate Events
Philippine Pastries Inc