

M. P. EVANGELISTA CATERING SERVICES  
(CATERER)

BY:

MARY JOY P. EVANGELISTA  
Manager

SIGNED IN THE PRESENCE OF:

MARY JOY P. EVANGELISTA  
(CATERER)

ATTY. PATRICK D. MABBAGU  
Sr. Dept. Manager, Admin and  
Acting Corporate Secretary  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)

BY:

FERNANDO MARTIN Y. ROXAS  
President and CEO

## CONTRACT NO. LOG MSSP 2024-11-139-MDC

### CATERING SERVICES FOR THE NATIONAL POWER BOARD AND BOARD COMMITTEE MEETINGS PR NO. S4-NPB24-001 / PB241022-NA00418

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into in Quezon City, Philippines, by and between:

The **NATIONAL POWER CORPORATION**, a government-owned and controlled corporation duly organized and existing under and by virtue of Republic Act No. 6395, as amended, with its principal office address at Gabriel Y. Itchon Building, Senator Miriam P. Defensor-Santiago Avenue (formerly BIR Road) corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its President and CEO, **MR. FERNANDO MARTIN Y. ROXAS**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

**M. P. EVANGELISTA CATERING SERVICES**, a single proprietorship duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 235 Sulucan Street, San Gabriel, Santa Maria, Bulacan, Philippines, herein represented by its Manager, **MS. MARY JOY P. EVANGELISTA**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CATERER**.

**WITNESSETH: That –**

WHEREAS, NPC requires the procurement of the Catering Services for National Power Board and Board Committee Meetings under PR No. S4-NPB24-001/ PB241022-NA00418;

WHEREAS, on 26 September 2024, NPC posted the Invitation to Bid for the Public Bidding in accordance with Republic Act 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations;

WHEREAS, only one (1) prospective bidder secured the Bidding Documents and participated in the bidding conducted on 22 October 2024;

WHEREAS, CATERER's bid meets the eligibility requirements or criteria, and was considered as the single calculated and responsive bid;

NOW, THEREFORE, in view of the foregoing premises and for and in consideration of the mutual covenants and stipulations hereinafter provided,

Contract between NPC and M. P. Evangelista Catering Services  
Catering Services for the National Power Board and Board Committee Meetings  
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(NPC)

FERNANDO MARTIN Y. ROXAS  
President and CEO

the parties hereto have agreed as follows:

## ARTICLE I DOCUMENTS COMPRISING THE CONTRACT

The following documents are hereby incorporated and made part of this Contract as though fully written out and set forth herein insofar as they are not inconsistent with the terms hereof:

1. Bidding Documents for the Catering Services for the National Power Board and Board Committee Meetings under PR No. S4-NPB24-001 / PB241022-NA00418;
2. Notice of Award dated 22 November 2024;
3. Post Qualification Report dated 05 November 2024;
4. Bid Opening/Evaluation Report dated 22 October 2024;
5. CATERER's bid proposal dated 22 October 2024;
6. Supplemental/Bid Bulletin No. 1 dated 03 October 2024;
7. Notice to Proceed; and
8. The Performance Security to be filed by CATERER in accordance with this Contract.

The documents mentioned above shall collectively be referred to as "Contract Documents".

In the event that there is any discrepancy/inconsistency between the provisions of the Contract and the Contract Documents mentioned above, the latter shall govern. Should there be any inconsistency/discrepancy, among the Contract Documents, the document with the latest date shall prevail.

## ARTICLE II SCOPE OF WORK

1. There are no definite schedule and number of meetings for one (1) year since these meetings are arranged and scheduled depending on the availability of the Members of the National Power Board and standing committees;
2. There cannot be a definite number of persons to be served for the entire year but the minimum requirement is thirty (30) persons per meeting, since participants/invitees to the Board and Committee meetings depend on the matters to be discussed. The CATERER shall provide an adequate number of waiters for at least a ratio of one (1) waiter per fifteen (15) guests;
3. The catering services may cover breakfast, snack or lunch, or a combination of two, depending on the request of the end-user;
4. Subject to items 1 and 2, the usual requirement of the end-user for the entire year follows the following specification formula:

Php 1,200.00 per head x 35 persons for 30 meetings

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5. The food menu for each Board or Committee Meeting shall be at the discretion/option of the end-user in consultation with the catering service provider;
6. The catering service provider shall ensure that the food temperature and holding conditions are appropriate to maintain the high quality and fitness of the food to be served and shall ensure that the food shall be ready for serving 30 minutes before the appointed time;
7. The CATERER shall ensure that kitchenware/chinaware, knives, spoons, forks, and other cutleries to be used will be of high quality;
8. The CATERER shall carry or cover a ten percent (10%) buffer from the expected number of people to be served without additional cost to NPC;
9. The CATERER shall guarantee professional resources in culinary and service skills with assurance that all commitments will be carried out to satisfaction based on the track records;
10. The CATERER shall ensure that waiters and food servers observe proper decorum during the catering event. They shall be neat, well groomed and dressed in proper uniforms; and
11. The CATERER shall turn over to NPC any leftover food after all guests in attendance have been served and the service time agreed upon has been fulfilled.

#### RESPONSIBILITIES/SERVICES TO BE PROVIDED BY NPC

1. NPC shall notify the CATERER the actual date of the meeting, the number of persons to be served and the food menu at least five (5) days prior to the function; and
2. NPC shall provide appropriate/adequate space for the CATERER to hold and prepare the meals before serving.

#### ARTICLE III PROJECT DURATION AND LOCATION

The contract duration shall be **ONE (1) YEAR** reckoned from the date stated in the Notice to Proceed.

The delivery point shall be at the National Power Board Room, 2<sup>nd</sup> Floor, Gabriel Y. Itchon Building, Senator Miriam P. Defensor-Santiago Avenue (formerly BIR Road) corner Quezon Avenue, Diliman, Quezon City. The venue may be changed within Metro Manila due to uncertain schedule and availability of the Board Members.

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#### ARTICLE IV TOTAL CONTRACT PRICE AND PAYMENT TERMS

For and in consideration of the services to be undertaken by the CATERER as specified in Article II hereof, NPC shall pay the CATERER in Philippine Pesos and in accordance with the Contract documents the amount of **ONE MILLION TWO HUNDRED SIXTY THOUSAND PESOS (P 1,260,000.00) ONLY**. NPC shall pay the actual number of people served in full amount (per head, per meal basis) to the CATERER within thirty (30) calendar days after rendering of each service and upon submission of the complete documentary requirements.

#### ARTICLE V PERFORMANCE SECURITY

To guarantee the faithful performance of the CATERER's obligation under this Contract, the CATERER shall post a performance security which shall remain valid and effective during the contract duration.

- Cash, Manager's/Cashier's Check, Bank Draft/Guarantee issued by a Universal or Commercial Bank or Irrevocable Letter of Credit issued by a Universal or Commercial Bank. Provided however, that it shall be confirmed or authenticated by a reputable local Universal or Commercial Bank if issued by a Foreign Bank equivalent to Five Percent (5%) of the contract price.
- Surety Bond callable upon demand and penal in nature issued by a Surety or Insurance Company duly certified by the Insurance Commission as authorized to issue such security which shall be Thirty Percent (30%) of the total contract price.

The Insurance Company that will issue Performance Security must be accredited by the Insurance Commission and acceptable to the NPC.

The performance security shall be valid for the duration of the contract and shall remain valid and effective until after sixty (60) days from NPC's final acceptance of the item. The Performance Bond shall also be answerable for any damages or penalties or any expenses that NPC may suffer as a result of the failure of the CATERER to perform its obligations under this Contract. The Performance Bond shall be entirely forfeited by NPC upon default of the CATERER.

In case of surety bond, any extension of the contract time granted to the CATERER, shall be considered as given, and any modification of the Contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that such extension of the contract time would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the CATERER to post an acceptable Performance Security within ten (10) calendar days after the contract time extension has been granted by NPC.

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## **ARTICLE VI** **WARRANTY/GUARANTEE BOND**

To assure that manufacturing defects shall be corrected by the CATERER or its manufacturer, the CATERER shall post a Warranty/Guarantee Bond after the performance of the contract pursuant to the provision contained in Section IV-GCC, Clause 5 of the Bidding Documents. This is also a pre-requisite to the discharge and return to the CATERER of the Performance Bond. This shall remain valid for twelve (12) months after the acceptance of the goods by the end user. The obligation of the warranty shall be covered by, at NPC's option, either retention money in an amount equivalent to at least one percent (1%) but not exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but not to exceed five percent (5%) of the total contract price. The said amount shall only be released after the lapse of the warranty period, provided, however, that the GOODS supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

## **ARTICLE VII** **LIQUIDATED DAMAGES**

Should CATERER fails to satisfactorily deliver any or all of the Goods and/or to perform the services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, NPC shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%) of the contract amount, NPC may rescind or terminate the Contract without prejudice to other courses of action and remedies open to it.

## **ARTICLE VIII** **NON-ASSIGNMENT AND NO SUB-CONTRACTING**

The CATERER shall not, without the written approval of NPC, assign, transfer, pledge, sub-contract, or make any other disposition of interest in this Contract. Any unapproved assignment, transfer, pledge, sub-contracting or any other disposition, shall be sufficient ground for NPC to terminate or cancel this Contract motu proprio without need of judicial action. Should NPC give its written approval, such consent shall not relieve the CATERER of its responsibilities under the Contract. The CATERER shall ensure that the terms and conditions of any sub-contractor shall comply and conform with the terms and conditions of this Contract. The CATERER shall be responsible for the observance by the sub-contractor of the terms and conditions of this Contract.

If any portion of the project sub-contracted is not performed faithfully in accordance with the contract, the sub-contractor shall be removed or replaced immediately upon the written request of NPC, provided, however, that any failure of NPC to make such request shall not relieve the CATERER of its obligations under the contract. NPC shall not be responsible for the delays or

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costs incurred by the CATERER because of the disapproval or removal of the sub-contractor, or because of the late submission of its approval.

## **ARTICLE IX** **AGREEMENT MODIFICATION**

No modification, alteration or waiver of any provision of this agreement shall be binding upon the Parties unless evidenced by a written amendment signed by the Parties.

## **ARTICLE X** **SUSPENSION OF WORK**

NPC may suspend the work wholly or partly by written order for a certain period of time, as it deems necessary due to force majeure or any fortuitous events as defined in the contract. The CATERER shall take all reasonable steps to minimize the costs allocable to the work covered by such order during work stoppage.

Before the suspension order expires, the procuring entity concerned shall either lift such order or terminate the work covered by the same. If the suspension order is lifted, or if the period of the order expires, the CATERER shall have the right to resume work. Appropriate adjustments shall be made in the delivery or contract schedule, or contract price, or both, and the contract shall be modified accordingly.

## **ARTICLE XI** **PRE-TERMINATION**

Notwithstanding any provision to the contrary, NPC has the right to terminate, cancel and/or rescind this contract motu proprio, without need of judicial action, in case of breach thereof by the CATERER, by giving at least ten (10) day written notice, which shall be final and binding on all parties. Upon receipt of NPC's notice, the CATERER cannot remove, withdraw or pull-out any equipment, machinery, tool, material and supply brought to the project site without the written approval of NPC.

Any misrepresentation made by the CATERER in the submission of documents, or suppression of material facts, which if known could have disqualified the CATERER gives NPC the immediate right or recourse to motu proprio, without need of judicial action, rescind, abrogate or otherwise terminate the Contract.

Within thirty (30) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation, or rescission, including the refund of any and all advances made, plus legal interest from the date of receipt of the amount or amount advanced.



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## **ARTICLE XII WARRANTY CLAUSE**

CATERER hereby warrants that it or its representative has not offered or paid, directly or indirectly, any government officer and NPC official or employee any consideration or commission for the Contract nor has it or its representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the CATERER will not subcontract any portion or portions of the scope of work of the Contract awarded to it to any official or employee of the NPC and to the relatives within the 3<sup>rd</sup> degree of consanguinity or affinity of NPC's officials who are directly and indirectly involved in Contract awards or project execution; and that if any commission is being paid to a private person; it shall disclose the name of said person and the amount being paid; and that any violation of this Warranty shall constitute sufficient ground for the rescission or cancellation of this Contract; or the reduction from the Contract Price of the consideration or commission paid without prejudice to the filing of any action for the violation of RA No. 3019 as amended (otherwise known as the Anti-Graft and Corrupt Practices Act) and/or other applicable laws against the CATERER and/or its representative and/or the erring NPC official(s) and employee(s).

## **ARTICLE XIII JOINT AND SEVERAL LIABILITY**

The liability of the CATERER and/or any and all of the entities representing it on any manner under this Contract or relating thereto is joint and several, and for this reason NPC may proceed against any or all of them.

## **ARTICLE XIV VALIDITY CLAUSE**

If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.

## **ARTICLE XV EFFECTIVITY**

This Contract shall become effective upon receipt of the Notice to Proceed.

## **ARTICLE XVI VENUE OF ACTION**

The parties hereto agree that the venue of action for any cause or causes of action which may arise in connection with this Contract, after failure to settle the same amicably, shall be exclusively in the proper courts of Quezon City.


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IN WITNESS WHEREOF, the parties hereto have signed this Contract this 2nd day of January, 2025 at Quezon City, Philippines.

**NATIONAL POWER CORPORATION**  
(NPC)

**M. P. EVANGELISTA CATERING SERVICES**  
(CATERER)


BY:

  
**FERNANDO MARTIN Y. ROXAS**  
President and CEO

BY:

  
**MARY JOY P. EVANGELISTA**  
Manager

SIGNED IN THE PRESENCE OF:

  
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Sr. Dept. Manager, Admin and  
Acting Corporate Secretary  
(NPC)

  
**MARY ANNE P. EVANGELISTA**  
(CATERER)

FUNDS AVAILABLE

  
**LORLINA E. BOMEDIANO**  
Sr. Department Manager, Finance  


Certificate of Budgetary Inclusion	
Period:	2025
Account/ W/O/IT	SSA / Account
CBI Reference No.	PEP-25-09013/PEO-25-09-001/PCO-25-010
Cost Center	1001000
Amount	₱ 1,164,000.-

  
**Salvador F. Azgon**  
Manager, BPRD

CERTIFIED FUNDS AVAILABLE	
PERIOD	2025
JOB ORDER	JO 0004263 / 006 054
COST CENTER	1001000
AMOUNT	₱ 96,000.00

(6) JO 0004263 ₱ 39,257.73  
(6) 06 054 ₱ 20,616.52  
(1) 06 054 ₱ 36,125.71

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REPUBLIC OF THE PHILIPPINES)  
QUEZON CITY ) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of 02 JAN 2025, personally appeared **MR. FERNANDO MARTIN Y. ROXAS**, President and CEO, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW20017432, known to me and to me known to be the same person who executed the foregoing instrument consisting of ten (10) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and he acknowledged before me that the same is his free and voluntary act and deed and that of the Company he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public  
Until December 31, 2024  
IBP Lifetime No.: \_\_\_\_\_  
PTR No.: \_\_\_\_\_

Doc. No. 269 ;  
Page No. 54 ;  
Book No. 429 ;  
Series of 2025

**ATTY. JASON G. DE BELEN**  
Roll No. 36259  
Adm. No. NP-008 Notary Public  
Notary Public for Quezon City  
My Commission expires on December 31, 2025  
No. 7M Panay Ave. cor. Sgt. Borromeo St., Q.C.  
IBP No. 385735; Q.C.; 1-2-2024  
PTR No. 5554846; Q.C.; 1-2-2024  
MCLE VII-0019570; 5-30-22

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REPUBLIC OF THE PHILIPPINES)  
QUEZON CITY ) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this DEC 13 2024 day of 2024, 2024, personally appeared **MS. MARY JOY P. EVANGELISTA**, Manager, **M. P. EVANGELISTA CATERING SERVICES**, with Identification Document in the form of 03-19-003921, issued by LTD at BULACAN, on 08/28/1993, known to me and to me known to be the same person who executed the foregoing instrument consisting of ten (10) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and she acknowledged before me that the same is her free and voluntary act and deed and that of the Company she represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public  
Until December 31, 2024  
IBP Lifetime No.: \_\_\_\_\_  
PTR No.: \_\_\_\_\_

Doc. No.: 147  
Page No.: 30  
Book No.: 11  
Series of 2024.

*[Signature]*  
**ATTY. MARICEL ABAYON**  
**NOTARY PUBLIC**  
Adm. Matter No. NP-252 (2023-2024)  
PTR No. 5555371; Jan 03, 2024  
IBP OR No. 380643; 01.29.23 / Pol. No. 84166  
MCLE Compliance No. VIII-0004212-09; October 2023  
84 L11 De Leon St., Isidoro Hills Subd., Holy Spirit, QC.

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