

BIDS AND AWARDS COMMITTEE NOTICE TO PROCEED

16 April 2025

Dear Mr. Lee,

Please be informed that per Notice of Award dated 16 April 2025, issued by the Head of Procuring Entity, your company, **PIEDAY CATERING**, is hereby given this Notice to Proceed in connection with the contract for professional catering services during the youth dialogue and reception on 23 April 2025 upon signing of the Contract.

This Notice is issued in accordance with the requirements of Republic Act No. 9184, otherwise known as the Government Procurement Act of 2003.

Very truly yours,

MARIA THERESA B. DIZON-DE VEGA

Ambassador and Head of Procuring Entity

Mr. HAE SOON LEE

Owner, PieDay Catering
Sooyong 2-dong, Ganbuk-gu, Seoul
E-mail: angues@naver.com

CONTRACT

The Contract for Professional Catering Services during the Youth Dialogue and Reception on 23 April 2025 ("Contract") is entered into between the **EMBASSY OF THE REPUBLIC OF THE PHILIPPINES** in Seoul ("Embassy"), with its office at 80 Hoenamu-ro, Yongsan-gu, Seoul 04346, represented by Ambassador Maria Theresa B. Dizon-De Vega, and **PIEDAY CATERING** ("Caterer") with its office at Sooyoo 2-dong, Ganbuk-gu, Seoul, represented by Mr. Hae Sun Lee, jointly known as "Parties".

I. Objective

The Embassy agrees to hire the Caterer for the reception after the youth dialogue titled "Growing Together for a Better Asia: Promoting Youth Mental Health in the Digital Age", known as the "Event." The details of the event are as follows:

- a. Date: 23 April 2025 (Wednesday)
- b. Time: 2:00 PM until 5:00 PM, with ingress at 1:00 PM and egress at 5:30 PM
- c. Address: Sentro Rizal Conference Room, Philippine Embassy

II. Scope of Work

The Caterer shall provide professional catering services for the event, including the setup of the buffet table spread, the use of cocktail tables and linens, and the provision of disposable plates, chopsticks, and cups.

III. Contract Price

Based on the scope of work of the Caterer listed above and as agreed by the Parties, the contract price for this project is **One Million Nine Hundred Forty-Seven Thousand Korean Won** (KRW 1,947,000).

IV. Attendees

The Caterer agrees to provide services for eighty (80) persons guaranteed at the Event. If this number of attendees should increase, KRW 15,000 per person shall be added to the total contract price after the event.

V. Menu

The Caterer, as approved by the Embassy, shall provide the following during the event:

a. Food

- i. Croissant Sandwich
- ii. Fresh Fruits
- iii. Shrimp Skewers
- iv. Canape with nut toppings

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- v. Apple Canape
- vi. Dessert 1
- vii. Dessert 2
- b. Beverage
 - i. Orange Juice

VI. Food and Drink Services

The Caterer agrees to deliver the items on the menu through food stations at the buffet table and hors d'oeuvres:

- a. Three (3) cocktail tables
- b. Two (2) servers
- c. Tableware (plates, cups, eating utensils)
- d. Buffet table
- e. Table styling

VII. Indemnification and Hold Harmless

After a thorough investigation and determination that the food and drinks served by the Caterer caused the foodborne illness, the Caterer agrees to indemnify and hold the Embassy harmless from any claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, brought as a result of the Caterer's negligence in the preparation or delivery of food and drinks served under this Contract and to reimburse them for any such expenses incurred.

VIII. Terms of Payment

The Embassy shall pay the Caterer the total amount of **One Million Nine Hundred Forty-Seven Thousand Korean Won** (KRW 1,947,000) for the professional catering services during the youth dialogue and reception on 23 April 2025. However, the contract price may increase if the number of attendees increases (*provisions included in "Section IV: Attendees" for the cost per person*). The payment shall be deposited to the Caterer's bank account within seven (7) working days from the fulfillment of the Contract.

The bank account details of the Supplier are as follows:

a. Bank Name: Hana Bank

b. Account Name: Lee Hae Sunc. Account Number: 392-810140-83607

IX. Miscellaneous

The Embassy and the Caterer agree to the following:

- a. No Employer-Employee Relationship. Nothing in the contract is intended or deemed to create any employment, partnership, agency, or joint venture between the parties.
- b. Additional Services. Any additional services ("Additional Services") must be requested by either Party in writing and subject to the availability of suppliers and contractors in Seoul, South Korea.

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c. Government Auditing Rules and Regulations. The relevant accounting and auditing rules of the Government of the Republic of the Philippines shall cover this contract.

X. Severability

Should any provision of this contract be determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this contract shall be unaffected thereby and shall continue to be valid and enforceable.

XI. Settlement of Disputes

Parties shall exert their best efforts to amicably settle any dispute, controversy, or claim arising from the contract or the breach, termination, or invalidity thereof.

XII. Observation of Laws

Both parties shall comply with the provisions of relevant laws and regulations of the Republic of Korea and the Republic of the Philippines in the performance of the contract.

XIII. Immunity

Nothing in the contract shall be construed as a waiver by the Embassy of its diplomatic or consular immunity recognized under international law and national laws of the Republic of Korea.

XIV. Entire Contract

This Contract constitutes the entire Contract between the Parties. No modification or amendment of this Contract shall be effective unless in writing and signed by both Parties.

16 APRIL 2025

[EMBASSY]

Un BAMILLO

Ambassador

Embassy of the Republic of the Philippines

[CATERER]

HAF SOON LEE

PieDay/Catering