

**CONTRACT NO. 2023-3-12**

**CATERING SERVICES FOR THE CONDUCT OF SUPPLY CHAIN MANAGEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This AGREEMENT made and entered into this 21st day of March 2023 at Makati City by and between:

**SECURITIES AND EXCHANGE COMMISSION**, a government agency created by virtue of Commonwealth Act No. 83, with office address at The SEC Headquarters 7907 Makati Ave., Salcedo Village, Bel-Air, Makati City, represented herein by its HRAD Director, **FILBERT CATALINO F. FLORES III**, duly authorized for this purpose herein referred to as the "SEC".

-and-

**UCPB GROUP MULTI-PURPOSE COOPERATIVE**, a cooperative duly registered and existing under the laws of the Philippines, with principal office address at B2 The SEC Headquarters, 7907 Makati Ave., Salcedo Village, Bel-Air, Makati City, herein represented its Authorized Representative **FRANCIS ANGELO D. LUSUEGRO**, hereinafter referred to as "Service Provider";

**WITNESSETH that:**

**WHEREAS**, Service Provider is engaged in the business of providing catering or food services as authorized by the government of the Republic of the Philippines;

**WHEREAS**, the SEC desires to engage the services of a catering or food services provider for its event, **Catering Services for the Conduct of Supply Chain Management**, on 23-24 March 2023;

**WHEREAS**, the SEC, in accordance with the provisions of Republic Act No. 9184, or the Government Procurement Reform Act, has determined to be the awardee for its requirement for catering or food services provider for the event **Catering Services for the Conduct of Supply Chain Management** on 23-24 March 2023;

**NOW, THEREFORE**, for and in consideration of the foregoing premises and of the mutual agreement and stipulation hereinafter set forth, the parties hereby agree as follows:


**SECTION 1. SCOPE OF WORK AND CONTRACT PRICE.** The required services and deliverables, and the contract price are those stated under the Request for Quotation including the *Terms of Reference*, copy is attached as **Annex A** and made integral part hereof, and the quotation of Contractor, and the Notice of Award.

**SECTION 2. CONFIDENTIALITY.** The Contractor agrees to hold in confidence any non-public information received by him from the SEC, or any of its employees during the course of this engagement and further agrees not to disclose such information to any third party unless (i) SEC gives its prior written authorization, (ii) applicable laws require the Contractor to disclose or otherwise reveal such information, or (iii) such information subsequently becomes part of the public domain.

SEC reserves its right of recourse, including termination of this Contract and the filing/undertaking of the necessary legal actions, against the Contractor in the event of violation of this provision.

**SECTION 3. TERMINATION.** The SEC may end the services of the Contractor or terminate this Contract prior to its rendition of services for any reason. The Contractor is entitled to be notified of the termination of his services and the termination shall be effective from the personal receipt of the notice or through mail in the address stated above.

**SECTION 4. MISCELLANEOUS PROVISIONS**

- A. It is expressly understood that there exists no employer-employee relationship between the herein parties, that the services rendered are not considered government service and that the Contractor is not entitled to benefits enjoyed by regular personnel of the SEC.
- B. This Contract may be modified or revised through written agreement between the parties herein, citing the specific clause or items to be revised or modified and the corresponding amendments. 

- C. Failure on the part of the SEC to exact or insist upon the strict compliance by Contractor of the terms and conditions of this Agreement shall not constitute as a waiver of any of the rights of SEC. No term or condition of this Agreement shall likewise be deemed to have been relinquished or waived by the SEC unless the waiver is in writing stating expressly that it is intended to modify or waive the effect of such item or condition.
- D. Should any of the terms and conditions of this Agreement be held invalid or declared contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.
- E. The parties hereto agree that the venue of action for any cause or causes of action which may arise from this Agreement shall be in the proper court of Makati City, Philippines.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in accordance with laws of the Republic of the Philippines on the day and year first above written.

**SECURITIES AND EXCHANGE COMMISSION**  
**TIN: 000-190-308-000**

**UCPB GROUP MULTI-PURPOSE COOPERATIVE**  
**TIN: 265-501-771-000**

By:

By:

  
**FILBERT CATALINO F. FLORES III**  
 Director, HRAD

  
**FRANCIS ANGELO D. LUSUEGRO**  
 Authorized Representative

SIGNED IN THE PRESENCE OF :


By:

By:

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Witness

Certified Funds Availability:

  
**DONDIE Q. ESGUERRA**  
 Director, FMD

Funds Available:  
 Burs No.. 02-200444-2021-03-20298  
 Date: \_\_\_\_\_

ACKNOWLEDGEMENT

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

BEFORE ME, a designated person to administer oaths on this MAR 22 day of 2023, personally came and appeared the following, presenting competent evidence of identity, as follows:

<u>Name</u>	<u>Evidence of Identity</u>
<b>FILBERT CATALINO F. FLORES III</b>	<u>TIN NO. 154-426-785</u>
<b>FRANCIS ANGELO D. LUSUEGRO</b>	<u>TIN NO. 227-016-786-000</u>

all known to me and to me known to be the same persons who executed this Agreement consisting of three (3) including this page, where the acknowledgment is written, and they acknowledged to me that the same is their free and voluntary act and deed as well as the entity/corporation they represent.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first hereinabove written.

Notary Public

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2023

  
**Atty. Edhona C. Tantuan**  
 Administering Officer  
 SEC. Chief Counsel  
 Securities and Exchange Commission  
 Republic of the Philippines