

CONTRACT

The Contract for Professional Catering Services for an official event of the Embassy ("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 **COOKING STUDIO** ("Caterer"), with its office at Shingang Building, 101, 46 Myeonmok-ro 7-gil, Seoul, represented by Mr. Na Deun-Sol, jointly known as "Parties".

I. Objective

The Embassy agrees to hire the Caterer for the luncheon during the ASEAN Committee in Seoul (ACS) Chairmanship Turnover Ceremony, known as the "Event". The details of the event are as follows:

- a. Date: 02 January 2025 (Thursday)
- b. Time: 12:00 NN until 1:00 PM, with ingress at 11:00 AM and egress at 1:30 PM
- c. Address: Sentro Rizal Conference Room, 2F Philippine Embassy, 80 Hoenamu-ro, Yongsan-gu, Seoul

II. Scope of Work

The Caterer shall provide professional catering services for the event, including the set-up of a buffet table spread and provision of drinking and wine glasses, table cloths for the buffet table, and extra chafing dishes.

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 Two Hundred Seventy-Six Thousand Korean Won (KRW 1,276,000).

IV. Attendees

The Caterer agrees to provide services for fourteen (14) persons guaranteed at the Event. If this number of attendees should increase, KRW 50,000 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. Cappuccino Mushroom Soup
- ii. Halal Chicken Tender Salad
- iii. Braised Halal Beef with Rice Cake
- iv. Grilled Salmon in Butter with Onion Sauce
- v. Grilled Shrimp with Cheese
- vi. Mini Egg Tarts
- vii. Assorted Fruits
- viii. Plain White Rice
- b. Beverage
 - i. Orange Juice
 - ii. Zero Soda
 - iii. Hot Americano Coffee
 - iv. Hot Tea

VI. Food and Drink Services

The Caterer agrees to deliver the items on the menu through food stations at the buffet table:

- a. Three (3) servers
- b. Table Cloths (Black or White) for buffet tables
- c. Table styling
- d. Extra chafing dishes for Philippine dishes
- e. Ten (10) wine glasses
- f. Fourteen (14) drinking glasses

The Embassy shall provide the following:

- a. Three (3) buffet tables
- b. The Embassy's official tableware (plates, soup bowls, fruit bowls, appetizer plates, dessert plates, cups and saucers)
- c. Flatware/Cutlery
- d. Eighteen (20) Drinking Glasses
- e. Fourteen (12) Linen Napkins
- f. Fourteen (18) Napkin Rings
- g. Fourteen (12) Flatware/Cutlery Holders
- h. Fourteen (16) Place Mats

VII. Indemnification and Hold Harmless

After thorough investigation and determination that food and drinks served by the Caterer caused the foodborne illness, the Caterer agrees to indemnify and hold the Embassy from any claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees brought as a result in 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 Two Hundred Seventy-Six Thousand Korean Won (KRW 1,276,000)** for the professional catering services for the buffet lunch during the event on 02 January 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: Na Don Sol
- c. Account Number: 204-910452

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.
- 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.

29 DECEMBER 2024

[EMBASSY]

[CATERER]


ROMULO VICTOR M. ISRAEL, JR.

Chargé d'Affaires
Embassy of the Republic of the Philippines

NA DEUN-SOL
CEO
Cooking Studio