



Republic of the Philippines
Department of Education
REGION IV-A CALABARZON
GATE 2, KARANGALAN VILLAGE
1900 CAINTA, RIZAL



CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between:

DEPARTMENT OF EDUCATION, Region IV-A, a government agency with office address at Gate 2 Karangalan Village, Cainta, Rizal, herein represented by **FRANCIS CESAR B. BRINGAS**, Regional Director, herein referred to as "**CLIENT**"

-and-

BETTYLOVE FOOD SERVICES, with principal address at No. 18 Mangga Road Extension, Barangay North Signal Village, Taguig City, represented herein by its Manager, **NILDA NANALE**, hereinafter referred to as the "**CATERING COMPANY**"

WITNESSETH

WHEREAS, the **FIRST PARTY** will conduct the "**SHAPING THE BASIC EDUCATION PLAN IN CALABARZON (1ST PHASE)**" on **November 16-18, 2021**.

WHEREAS, the **CATERING COMPANY** is engaged in the business of providing catering services. It was granted a business permit and is registered in the Philippine Government Electronic Procurement System (PhilGEPS) with PhilGEPS Registration No. 2018-248680.

WHEREAS, the Approved Budget for the Contract (ABC) is Sixty Eight Thousand Four Hundred Pesos Only (Php68,400.00);

WHEREAS, Rule XVI, Section 53.9 of the IRR of RA 9184 provides the general rule that public bidding is the general mode of procurement. However, the same section allows procuring entities to resort to alternative methods of procurement such as Negotiated Procurement subject to the approval of the Head of the Procuring Entity;

WHEREAS, Rule XVI, Section 53.9 of the IRR of RA 9184 allows Negotiated Procurement under Small Value Procurement as a mode of procurement subject to the approval of the Head of the Procuring Entity;

WHEREAS, the request for Quotation was posted at the Office Website and conspicuous bulletin board of the Regional office on October 25, 2021.

WHEREAS, RFQs were sent to atleast three prospective suppliers;

WHEREAS, one (1) Supplier submitted its proposal: **BETTYLOVE FOOD SERVICES** in the amount of **FORTY NINE THOUSAND NINE HUNDRED THIRTY TWO PESOS (Php49,932.00)**. Thus, **BETTYLOVE FOOD SERVICES** was declared as the lone bidder.

WHEREAS, after review and deliberation on the proposal, **BETTYLOVE FOOD SERVICES** complied with the requirements and declared as the Single Calculated and Responsive Bid (SCRB);

WHEREAS, pursuant to the Implementing Rules and Regulations of Republic Act 9184, the Bids and Awards Committee of DepEd CALABARZON recommended on November 2, 2021 to the head of the procuring entity the award of the project to **BETTYLOVE FOOD SERVICES**.

NOW, THEREFORE, for and in consideration of the foregoing premises of the mutual covenants and provisions hereafter set forth the parties hereto have agreed and do hereby mutually agree as follows:

1. Place, Location and Date

The CATERING COMPANY shall provide food (AM Snack, Lunch and PM Snack) to the participants of the "Shaping the Basic Education Plan in CALABARZON (1st PHASE)" to be held on November 16-18, 2021, at the Department of Education Region IV-A, Cainta, Rizal.

2. Number of Participants

The total number of participants for the "Shaping the Basic Education Plan in CALABARZON (1st PHASE)" to be held on November 16-18, 2021, is Thirty Eight (38).

3. Responsibilities

The Catering Company warrants the following:

1. Deliver the goods separately packed and sealed while the spoon and fork covered in tissue paper are properly sealed in a plastic.
2. Deliver the goods at least 20 minutes before 10:00 in the morning for the snack and at least 20 minutes before 12:00 noon. The goods must still be warm upon delivery.
3. Make the delivery using vehicle of its own. Delivery using public transport or private courier such as Grab, Lalamove shall be refused.
4. Make the delivery by personnel from the Catering Company who are using face mask. He/she must be wearing a hairnet and in possession of his health card required by DOH during the processing of business permit.

5. No fast food are allowed.

6. Provide AM Snack, Lunch and PM Snack, for Four Hundred Thirty Eight Pesos (Php438.00) per person in accordance with the approved menu by the CLIENT on the contracted dates.
7. Warrant that all of the services to be performed by the Catering Company under or pursuant to this contract shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services under the same or similar circumstances.

4. Mode of Payment

For and in consideration of the above services, the CLIENT will pay the CATERING COMPANY based on the actual number of participants who attended the event, and shall be charged or billed the amount of **Four Hundred Thirty Eight Pesos (Php438.00) per participant.**

5. Supervision and Control

The CATERER shall exercise strict discipline, close supervision and exclusive control and administration over its personnel in accordance with law, ordinances and pertinent government rules and regulations as well as the rules and policies laid down by the CLIENT on the matter. In so far as enforcement of police and company rules and regulations related to safety is concerned, the CLIENT shall exercise supervision and control over the participants.

6. Liability to Personnel and Third Parties

The CATERER is NOT an agent or employee of the CLIENT and the personnel to be assigned by the CATERER to the CLIENT are in no sense employees of the latter as they are for all intents and purposes employees of the CATERER. Accordingly, the CLIENT shall not be responsible for any and all claims for personal injury caused to any of the personnel or to any third party where such injury arises out of or in the course of performance of said personnel.

7. Liability in case of Fortuitous Event or Force Majeure

The CATERER shall not be liable for losses and/or damages due to fortuitous events or force majeure beyond the control and competence of the personnel to prevent; the provision of the New Civil Code shall be applied in determining the amount and liability thereto.

8. Assignment

This contract cannot be assigned by either party without the other party's written consent.

9. Term of Contract

This Contract shall be effective on **November 16, 2021.**

IN WITNESS WHEREOF, the parties have hereunto set their hands, this 15th day of November 2021 at Cainta, Rizal, Philippines.

Department of Education
Region IV-A CALABARZON


FRANCIS CESAR B. BRINGAS
Regional Director

BETTYLOVE FOOD SERVICES


NILDA NANALE
Manager

SIGNED IN THE PRESENCE OF:

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of CITY OF MANILA, this NOV 12 2021, personally appeared:

Name	Identification No.	Expiration Date
<u>Francis Cesar B. Bringas</u>	<u>Non-Professional Driver's License No. A08-89-001189</u>	<u>2023/10/02</u>
<u>Nilda Nanale</u>	<u>SSS- 331139292-5</u>	<u> </u>

who are known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free act and voluntary act and deed.

This instrument, consisting of four (4) pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page hereof by the concerned parties and their witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, at the place and date above-written.

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Notary Public
ATTY AMBROCIO E PAGTALUNAN
Notary Public - City of Manila
Commission no. 2019-014
Until June 30, 2021
3/E Victoria Bldg 429 U.N. Avenue Ermita Manila
IBP Lifetime no. 0772574 Ecya/9-02-08
PTR OR no. 9826850/Manila/Jan 5, 2021