



Republic of the Philippines  
**Department of Education**  
REGION IV-A CALABARZON

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**CONTRACT OF SERVICE**

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between:

**DEPARTMENT OF EDUCATION REGIONAL OFFICE IV-A CALABARZON**, a component field office of the government entity known as the Department of Education organized under existing Philippine laws with office address at Gate 2, Karangalan Village, Cainta, Rizal and herein represented by its Regional Director, **ATTY. ALBERTO T. ESCOBARTE**. It shall be referred in this agreement as the **"CLIENT."**

-and-

**DEPED REGION IV-A CALABARZON MULTI-PUPOSE COOPERATIVE**, with principal address at Gate 2, Karangalan Village, Barangay San Isidro, Cainta, Rizal, represented herein by its Chairman, **ANDREA MABEL E. ABRENCILLO**, hereinafter referred to as the **"CATERING COMPANY"**.

**W I T N E S S E T H**

**WHEREAS**, the **Client** will conduct the **"PLANNING CONFERENCE CUM WORKSHOP ON THE CONDUCT OF THE REGIONAL SPORTS COMPETITION: THE ROAD TO 2023 PALARONG PAMBANSA"** on **January 4-6, 2023**.

**WHEREAS**, the **Catering Company** is engaged in the business of providing catering services since January 20, 2014. It is also registered with the Cooperative Development Authority. It was granted a business permit and is registered in the Philippine Government Electronic Procurement System (PhilGEPS).

**WHEREAS**, the Approved Budget for the Contract (ABC) is **ONE HUNDRED FIFTY-ONE THOUSAND TWO HUNDRED PESOS ONLY (Php151,200.00)**;

**WHEREAS**, Section 53.9 of the 2016 Revised Implementing Rules and Regulations (R-IRR) of Republic Act 9184, otherwise known as the "Government Procurement Reform Act of 2003", allows an agency to resort to Small Value Procurement as alternative methods of procurement where the amount involved does not exceed the threshold amount of One Million Pesos (Php1,000,000.00) as prescribed in Annex "H" thereof;

**WHEREAS**, the Request for Quotation (RFQ) was posted in the Philippine Government Electronic Procurement System (PhilGEPS) on December 23, 2022, Office Website and conspicuous bulletin board in the premises of this Office on December 21, 2022 to December 27, 2022.



**Address:** Gate 2, Karangalan Village, Cainta, Rizal  
**Telephone Nos.:** 02-8682-5773/8684-4914/8647-7487  
**Email Address:** region4a@deped.gov.ph  
**Website:** depedcalabarzon.ph



**WHEREAS**, RFQs were sent to at least three (3) prospective suppliers namely:

1. Medy's Catering Services;
2. Lui Beng Catering Services; and
3. DepEd Region IV-A CALABARZON Multi-Purpose Cooperative.

**WHEREAS**, one (1) Supplier submitted its proposal: **DEPED REGION IV-A CALABARZON MULTI-PURPOSE COOPERATIVE** in the amount of **ONE HUNDRED FORTY-EIGHT THOUSAND SEVEN HUNDRED SEVENTY PESOS ONLY (Php148,770.00)**. Thus the **Catering Company** was declared as the lone bidder.

**WHEREAS**, after review and deliberation on the proposal, the **Catering Company** 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 December 28, 2022 to the head of the procuring entity the award of the project to **Catering Company**.

**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 (**Breakfast, AM Snacks, Lunch, PM Snacks and Dinner**) to the participants of the "*Planning Conference Cum Workshop on the Conduct of the Regional Sports Competition: The Road to 2023 Palarong Pambansa*" to be held on January 4-6, 2023.

#### 2. Number of Participants

The total number of participants for the "*Planning Conference Cum Workshop on the Conduct of the Regional Sports Competition: The Road to 2023 Palarong Pambansa*" which will be held on January 4-6, 2023 is Fifty-Six (56).

#### 3. Responsibilities

The **Catering Company** warrants the following:

1. Provide **Breakfast, AM Snacks, Lunch, PM Snacks, and Dinner** on January 4-5, 2023, and **Breakfast, AM Snacks, Lunch, and PM Snacks** on January 6, 2023, for the participants of the **Client** on the day of the activity with the following specifications:

**Breakfast** : Steamed/Fried rice and egg with 2 viands (Fish (dried or fresh), meat/vegetables) with additional boiled or fried banana/camote or bread and fresh fruits or sweets

**AM Snack**: 2 kinds of healthy snacks per serving with bottled/juice in cans

**Lunch** : 3 viands (fish, meat, and vegetables) with additional soup and Fresh fruits or sweets



**PM Snack:** 2 kinds of healthy snacks per serving with bottled/juice in cans  
**Dinner** : 3 viands (fish, meat and vegetables) with additional soup and fresh Fruits or sweets

2. Provide the needed catering materials in the NEAP RELC: (a) Table cloths, chairs, tables, and cleaning materials such as tornado mop to maintain cleanliness and upkeep of the catering venue; (2) Food warmer; and (3) Drinking glasses, cups, saucers and other utensils (must be breakable, not plastic)
3. The crew must wear service uniforms in complete set (with caps/hair nets and gloves). They shall have a health certificate issued by the City/Municipal Health Office.
4. Free-flowing brewed coffee should be provided to the participants by the caterer until the evening of each training day.
5. Mineral water with dispenser should be provided and be made available for the participants anytime.
6. The caterer must follow the end-user suggested menu, which must be within the approved standard rate and must be posted in the designated area in the mess hall.
7. Ensure that the mess hall is clean and all things are in proper order/place before leaving.
8. The crew and supervisor of the catering service can only leave the area when the activity ends.
9. The following expenses shall be charged against the contracted official food service provider/caterer: (a) use of kitchen and stockroom areas, (b) water and electric bill, and (c) waste disposal fee.
10. They shall pay the amount of Php50.00 per participant per day payable to NEAP-RELC through RO Accounting Section or it shall be automatically deducted from their payment until such time that the water and electric meters are installed, approved and ready for use by the contracted official food service provider.
11. They shall provide a list of menu items for the program proponents to choose from and ensure a variety of healthy foods for meals and snacks.
12. The catering service should be responsible to the request of participants regarding food restrictions as requested by the program management.
13. The catering service provider and program proponent should closely coordinate with each other regarding food service.
14. 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 **One Hundred Forty-Eight Thousand Seven Hundred Seventy Pesos Only (Php148,770.00)**.

#### 5. Supervision and Control

The **Catering Company** 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 **Catering Company** is NOT an agent or employee of the CLIENT and the personnel to be assigned by the **Catering Company** to the **Client** are in no sense employees of the latter as they are for all intents and purposes employees of the **Catering Company**.

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 **Catering Company** 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. Termination of Contract

Any party may terminate this Contract based on the grounds provided and after compliance with Annex "I" of the 2016 Implementing Rules and Regulations of Republic Act 9184.

## 9. Assignment

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

## 10. Warranty

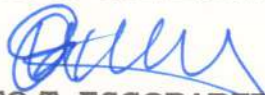
The **Client** hereby warrants and attests that the signatory in this contract is duly authorized by the Board and / or its Management to sign for and its behalf.

## 11. Term of Contract

This Contract shall be effective on **January 4, 2023**.

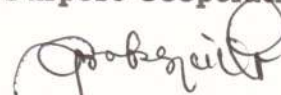
**IN WITNESS WHEREOF**, the parties have hereunto set their hands, this \_\_\_\_\_ at Cainta, Rizal, Philippines.

**Department of Education  
Region IV-A CALABARZON**



**ATTY. ALBERTO T. ESCOBARTE, CESO II**  
Regional Director

**DepEd Region IV-A CALABARZON  
Multi-Purpose Cooperative**

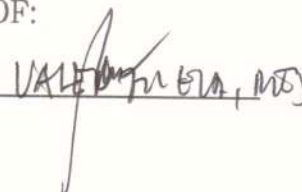


**ANDREA MABEL E. ABRENCILLO**  
Chairman

SIGNED IN THE PRESENCE OF:



**EDUARDA M. ZAPANTA**  
Chief, ESSD





REPUBLIC OF THE PHILIPPINES )  
 ) SS.  
QUEZON CITY

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in the City of QUEZON CITY, this 17 JAN 2023, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>Andrea Mabel E. Abrencillo</u>	<u>DepEd Office ID No. 4424228</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 five (5) 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

Notary Public

Doc. No. 276...;  
Page No. 57...;  
Book No. 67...;  
Series of 2023.

*Concepcion P. Villareña*  
**ATTY. CONCEPCION P. VILLAREÑA**  
Notary Public for Quezon City  
Until December 31, 2023  
PTR No. 3716371 / January 3, 2023 Q.C  
IBP No. 167803 / November 25, 2021 Q.C  
Roll No. 30457 / 05-09-1980  
MCLE VII-0006994 / 09-21-2021  
ADM. MATTER No. NP-005 (2022-2023)  
TIN NO. 131-942-754