



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

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-

MEYER'S FOODS AND SERVICES, INC., with principal address at 99 Dapitan Street Corner Biak na Bato Street, Brgy. Sto. Domingo, Quezon City, represented herein by its Sales and Marketing Manager, **MILDRED M. TUJAN** hereinafter referred to as the **"CATERING COMPANY"**.

WITNESSETH

WHEREAS, the **Client** will conduct the **"HRDD-NEAP-RELC QUARTERLY DIVISION PROCESS REVIEW"** on **MARCH 29-30, JUNE 28-29, SEPTEMBER 27-28, and NOVEMBER 28-29, 2023;**

WHEREAS, the Approved Budget for the Contract (ABC) is **FIFTY-SEVEN THOUSAND SIX HUNDRED PESOS ONLY (Php57,600.00);**

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 March 9, 2023, Office Website and conspicuous bulletin board in the premises of this Office on March 8, 2023 to March 13, 2023

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

1. Focal Managing Loop Inc.;
2. God's Treasure Enterprises; and
3. Meyer's Food and Services, Inc.



Legal-CO01-2023-61

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



HRDD

WHEREAS, one (1) Suppliers submitted its respective proposals: **MEYER’S FOOD AND SERVICES INC.** in the amount of **FIFTY-SIX THOUSAND SIX HUNDRED FORTY PESOS ONLY (Php56,640.00)**. Thus, **MEYER’S FOOD AND SERVICES INC.** was declared as the lone bidder.

WHEREAS, after review and deliberation on the proposal, **MEYER’S FOOD AND SERVICES INC.** 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 March 14, 2023, 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, Lunch and PM Snacks**) to the participants the “*HRDD-NEAP-RELC Quarterly Division Process Review*” to be held on March 29-30, June 28-29, September 27-28, and November 28-29, 2023.


2. Number of Participants

The total number of participants for the above-mentioned activity are as follows:

Date/s	Meals	No. of Participants
March 29-30, 2023	Breakfast, Lunch, and PM Snack	12
June 28-29, 2023		
September 27-28, 2023		
November 28-29, 2023		

3. Responsibilities

The **Catering Company** warrants the following:

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- Provide (**Breakfast, Lunch and PM Snacks** on March 29-30, June 28-29, September 27-28, and November 28-29, 2023, for the participants of the **Client** on the day of the activity with the following specifications:
 - The food must be delivered hot and on time at DepEd Region IV-A.**

Breakfast : Steamed/Fried rice with egg and 2 viands (Fish (dried or fresh), meat/vegetables) with drinks

Lunch : 2 to 3 viands (fish, meat, and vegetables) with additional drink and fresh fruits or sweets

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

2. Submit/provide copy of their Sanitary Permits and Health Certificate of their employees.
3. Follow the end-user suggested menu, which must be within the approved standard rate.
4. Provide a list of menu items for the program proponents to choose from and ensure a variety of healthy foods for meals and snacks.
5. Responsive to the request of participants regarding food restrictions as requested by the program management.
6. The catering company and program proponent should closely coordinate with each other regarding food service.

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 **FIFTY-SIX THOUSAND SIX HUNDRED FORTY PESOS ONLY (Php56,640.00)**.

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.

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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

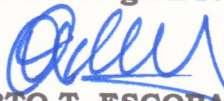

The **Client** hereby warrants and attests that the signatory in this contract is duly authorized by the Board and / or its Management to sign for and its behalf.

11. Term of Contract

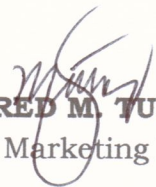
This Contract shall be effective on **March 29, 2023**.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this MAR 12 2023 at Cainta, Rizal, Philippines.

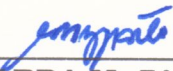
Department of Education
NEAP Region IV-A


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director 

Meyer’s Food and Services, Inc.


MILDRED M. TUJAN
Sales and Marketing Manager

SIGNED IN THE PRESENCE OF:


EDUARDA M. ZAPANTA
Chief EPS, HRDD

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this APR 12 2023, personally appeared:

Name	Identification No.	Expiration Date
Atty. Alberto T. Escobarte	DepEd Office ID No. 4529876	
Mildred M. Tujan		

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. 171;
Page No. 35;
Book No. 7...;
Series of 2023

ATTY. CHERRY LYNNE S. DANAOG
Notary Public
PTR No. 4030903; 1-03-2023 Quezon City
IBP No. 260193; 1-03-2023; Quezon City
Roll No. 47544
MCLE No. VII-0007379
Issued on 10/16/2021 Valid until April 14, 2025
Email Address: clsd_2009@yahoo.com