



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, NATIONAL EDUCATORS ACADEMY OF THE PHILIPPINES (NEAP), REGION IV-A, a component field office of the government entity known as the Department of Education organized under existing Philippine laws with office address at Malvar, Batangas and herein represented by its Regional Director, **ATTY. ALBERTO T. ESCOBARTE**. It shall be referred in this agreement as the **"CLIENT."**

-and-

LOUIE AND CHIT RESTAURANT AND EVENT CENTER, with principal address at Brgy. San Roque, Rosario, Batangas, represented herein by its Owner/General Manager, **CHITA E. VICERAL** hereinafter referred to as the **"CATERING COMPANY."**

WITNESSETH

WHEREAS, the **Client** will conduct the **"REGIONAL TRAINING OF TRAINEES (RTOT) FOR LEARNING RECOVERY PROGRAM IN LITERACY AND NUMERACY THROUGH SCHOOL-BASED LEARNING ACTION CELL"** on **June 13-16, 2023**;

WHEREAS, the Approved Budget for the Contract (ABC) is **TWO HUNDRED NINETY-ONE THOUSAND FOUR HUNDRED FIFTY PESOS ONLY (Php291,450.00)**;

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 May 16, 2023, Office Website and conspicuous bulletin board in the premises of this Office on May 15, 2023 to May 19, 2023;

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

1. Louie and Chit Restaurant and Event Center;
2. Koks Catering Services; and
3. Jun & Cristy Catering Services;



Address: Gate 2, Karangalan Village, Cainta, Rizal
Telephone No.: 02-8682-2114
Email Address: region4a@deped.gov.ph
Website: depedcalabarzon.ph



Certificate No. PHP QMS
22 93 0085

WHEREAS, one (1) Suppliers submitted its respective proposals: **LOUIE AND CHIT RESTAURANT AND EVENT CENTER** in the amount of **TWO HUNDRED SIXTY-ONE THOUSAND PESOS ONLY (Php261,000.00)**. Thus, **LOUIE AND CHIT RESTAURANT AND EVENT CENTER** was declared as the lone bidder;

WHEREAS, after review and deliberation on the proposal, **LOUIE AND CHIT RESTAURANT AND EVENT CENTER** 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 May 22, 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, AM Snack, Lunch, PM Snack, and Dinner**) to the participants of the "*Regional Training of Trainees (RToT) for Learning Recovery Program n Literacy and Numeracy Through School-Based Learning Action Cell*" to be held on June 13-16, at NEAP-RELC, Malvar, Batangas.

2. Number of Participants

The total number of participants for the "*Regional Training of Trainees (RToT) for Learning Recovery Program n Literacy and Numeracy Through School-Based Learning Action Cell*" is Eighty-Seven (87).

3. Responsibilities

The **Catering Company** warrants the following:

1. Provide **Breakfast, AM Snack, Lunch, PM Snack, and Dinner** on June 13-16, 2023 for the participants of the **Client** on the day of the activity with the following specifications:

- First Meal: Breakfast (First day – June 13, 2023)
- Last Meal: PM Snack (Last day) – June 16, 2023)
- **The food must be delivered hot and on time**
- **No Soda allowed**
- **Cooking is not allowed at DepEd RELC-NEAP, Malvar, Batangas**

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

Handwritten signature/initials in blue ink.

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. Submit the latest Sanitary Permit.
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. 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).
5. Free-flowing brewed coffee should be provided to the participants by the caterer until the evening of each training day.
6. Mineral water with dispenser should be provided and be made available for the participants anytime.
7. 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.
8. Ensure that the mess hall is clean and all things are in proper order/place before leaving.
9. The crew and supervisor of the catering service can only leave the area when the activity ends.
10. 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.
11. 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.
12. Provide a list of menu items for the program proponents to choose from and ensure a variety of healthy foods for meals and snacks.
13. The catering service should be responsible to the request of participants regarding food restrictions as requested by the program management.
14. The catering service provider and program proponent should closely coordinate with each other regarding food service.
15. 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 **TWO HUNDRED SIXTY-ONE THOUSAND PESOS ONLY (Php261,000.00)**.

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. Venue of Action

The parties shall make every effort to resolve amicably and by mutual consultation any or all disputes or differences arising between the Parties in connection with the implementation of this Contract. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

11. 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.

12. Term of Contract



This Contract shall be effective on **June 13, 2023**


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

JUN 27 2023

Department of Education
NEAP Region IV-A

Louie and Chit Restaurant
and Event Center


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


CHITA E. VICERAL
Owner/General Manager

SIGNED IN THE PRESENCE OF:


EDUARDA M. ZAPANTA
Chief EPS, HRDD

REPUBLIC OF THE PHILIPPINES)

ROSARIO, BATANGAS

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of ROSARIO, BATANGAS this
_____, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>Chita E. Viceral</u>	<u>VIN:1021-0227A-D2762CEV20000</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


ATTY. PIO JAY S. GALINGASAN
NOTARY PUBLIC
UNTIL DEC 31, 2024
PTR NO. 211778029
ROSARIO, BATANGAS 01/03/2023
MCLE NO. 100756204-14-25
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