



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



Legal-CO01-2024-36

## 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 **"WORKSHOP ON THE ENHANCEMENT OF QUALITY ASSURANCE MONITORING AND EVALUATION TOOLS"** on **February 7-8, 2024**;

**WHEREAS**, the Approved Budget for the Contract (ABC) is **SIXTY-TWO THOUSAND PESOS ONLY (Php62,000.00)**;

**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 January 12, 2024, in the Office Website and conspicuous bulletin board in the premises of this Office on January 11, 2024 to January 16, 2024.

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

1. Louie and Chit Restaurant and Event Center;
2. Gerly's Catering; and
3. Jhulian's Catering.

**WHEREAS**, one (1) Supplier submitted its respective proposals: **LOUIE AND CHIT RESTAURANT AND EVENT CENTER** in the amount of **FIFTY-SIX THOUSAND PESOS ONLY (Php56,000.00)**. 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 January 17, 2024, 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 "*Workshop on the Enhancement of Quality Assurance Monitoring and Evaluation Tools*" to be held on February 7-8, 2024 at NEAP-RELC, Malvar, Batangas.

### 2. Number of Participants

The total number of participants for the "*Workshop on the Enhancement of Quality Assurance Monitoring and Evaluation Tools*" is **Forty (40)**.

### 3. Responsibilities

The **Catering Company** warrants the following:

1. Provide **Breakfast, AM Snack, Lunch, PM Snack, and Dinner** on February 7-8, 2024, for the participants of the **Client** on the day of the activity with the following specifications:
  - 3.1.1 First Meal is Breakfast of February 7, 2024, and Last Meal is PM Snack of February 8, 2024;
  - 3.1.2 The food must be delivered hot and on time;
  - 3.1.3 Soda and fast food are not allowed;
  - 3.1.4 Cooking is not allowed at DepEd RELC-NEAP, Malvar, Batangas; and
  - 3.1.5 The menu with the recommendations of Johnalen Aira S. Soberano, Nutritionist-Dietitian II, ESSD, DepEd Region IV-A shall be followed. The menu and the recommendation are attached in this contract as **Annex "A" and B**, respectively.
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).

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5. Free-flowing brewed coffee should be provided to the participants until the evening of each training day.
6. Mineral water with dispenser should be provided and be made available for the participants anytime.
7. 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 company 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. Responsible to the request of participants regarding food restrictions as requested by the program management.
14. Coordinate closely with the program proponent regarding the 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 **FIFTY-SIX THOUSAND PESOS ONLY (PhP56,000.00)**.

#### 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. Capacity and Authorization

Each of the parties to this contract hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this contract and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed of trust or other instrument to which it is a party or by which it is bound and that this contract constitutes a valid and binding obligation of it enforceable in accordance with its terms.


## 12. Term of Contract

This Contract shall be effective on **February 7, 2024**.

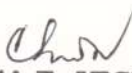
**IN WITNESS WHEREOF**, the parties have hereunto set their hands, this \_\_\_\_\_ at Cainta, Rizal, Philippines.

FEB 14 2024


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

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

**Louie and Chit Restaurant  
and Event Center**

  
**CHITA E. VICERAL**  
Owner/General Manager

SIGNED IN THE PRESENCE OF:

  
**JISELA N. ULPINA**  
Education Program Supervisor  
OIC - Chief, HRDD  
DepEd Region IV-A CALABARZON

REPUBLIC OF THE PHILIPPINES )  
ROSARIO, BATANGAS ) SS.

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in the City of ROSARIO, BATANGAS this FEB 14 2024, personally appeared:

<b>Name</b>	<b>Identification No.</b>	<b>Expiration Date</b>
<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

Doc. No. 477;  
Page No. 97;  
Book No. C...;  
Series of 2024.

  
**ATTY. PIO JAYS MALINGASAN**  
 NOTARY PUBLIC  
 until December 31, 2024.  
 Roll No. 46268  
 PTR No. 3J739502 01/02/2024  
 Rosario, Batangas  
 IBP No. 391869/Batangas Chapter  
 MCLE VII 0007562 valid until 04/14/2025