



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



Legal-CO01-2024-88

**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.”**

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

**WHEREAS**, the **Client** will conduct the **“QUARTERLY INTERFACE WITH SCHOOLS DIVISION OFFICE COUNTERPARTS CUM PROGRAM DEVELOPMENT WORKSHOP”** on **April 3-5, 2024, July 29-31, 2024 and October 9-11, 2024;**

**WHEREAS**, the Approved Budget for the Contract (ABC) is **ONE HUNDRED THIRTEEN THOUSAND FIVE HUNDRED FIFTY PESOS ONLY (PhP113,550.00);**

**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 15, 2024, in the Office Website and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on March 14, 2024 to March 19, 2024.

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

1. Louie and Chit Restaurant and Event Center;
2. Jhulians Catering; and
3. Gerly’s Catering.



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) Supplier submitted its respective proposals: **LOUIE AND CHIT RESTAURANT AND EVENT CENTER** in the amount of **ONE HUNDRED ONE THOUSAND FOUR HUNDRED PESOS ONLY (PhP101,400.00)**. 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 March 20, 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 "*Quarterly Interface with Schools Division Office Counterparts cum Program Development Workshop*" to be held on April 3-5, 2024, July 29-31, 2024 and October 9-11, 2024 at NEAP-RELC, Malvar, Batangas.

### 2. Number of Participants

The total number of participants for the "*Quarterly Interface with Schools Division Office Counterparts cum Program Development Workshop*" is **Thirty (30)**.

### 3. Responsibilities

The **Catering Company** warrants the following:

1. Provide **Breakfast, AM Snack, Lunch, PM Snack, and Dinner** on April 3-5, 2024, July 29-31, 2024 and October 9-11, 2024, for the participants of the **Client** on the day of the activity with the following specifications:
  - 3.1.1 First Meal is Breakfast and Last Meal is PM Snack on April 5, 2024, July 31, 2024 and October 11, 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 Follow the end-user suggested menu, which must be within the approved standard rate. The end-user suggested menu is hereto attached as **Annex "A."**
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 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 **ONE HUNDRED ONE THOUSAND FOUR HUNDRED PESOS ONLY (PhP101,400.00)**.

#### 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**

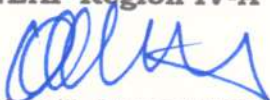
This Contract shall be effective on **April 3, 2024**.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands, this

29 MAR 2024

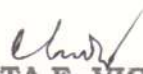
at Cainta, Rizal, Philippines.

**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

D

REPUBLIC OF THE PHILIPPINES )  
 \_\_\_\_\_ ) SS.

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in the City of BAIANGAS CITY, this  
~~\_\_\_\_\_~~ 29 MAR 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. .... 452  
 Page No. .... 92  
 Book No. .... 12  
 Series of 2024.

Sam

  
**ATTY. ILUMINADO G. CUEVAS, CPA**  
 Notary Public  
 Until December 31, 2025  
 Under Admin. Order No. 2023-222-R  
 Himpop, Kungitang Baha, Batangas City  
 Roll No. 35009/27 May 1988  
 PTR No. 486028-11-2-24/Sats. City  
**IBP No 331824/12-20-23/Pasig City for Year 2023**  
 TIN-120-191-178-000  
 MCLE VII#00740367/Valid up to: 4-14-2025



ANNEX " A "

MENU

APRIL 2024				
	3	4	5	
<b>BREAKFAST:</b>	30 PAX RICE, GARLIC RICE PORK TAPA MARINATED BANGUS, FRIED EGG FRIED BANANA SLICED MELON JUICE SPAGHETTI BOLOGNESE MINI CLUBHOUSE FRESH CUCUMBER JUICE	7 PAX STEAMED RICE, GARLIC RICE TOMATO OMMELLET PORK TOCINO PANDESAL/DINNER ROLL BUTTER, TUYO SLICED MANGO JUICE MOLO SOUP PUTO BOTTLED WATER	7 PAX RICE, ADOBORICE BEEF STEAK TAGALOG BOILED EGG DANGGIT PANDESAL/DINNER ROLL BUTTER BANANA, JUICE	
<b>AM SNACKS:</b>				
<b>LUNCH:</b>	RICE W.G.BABYBACKRIBS SHANGHAI ROLL SHRIMP AND CHICKEN WITH MIX VEGETABLES TURON FRESH BUKO JUICE ANY SOUP	RICE PORK STROGANOFF ROAST MARY CHICKEN BUTTERED VEGETABLES MELON JUICE MACARONI SALAD ANY SOUP	RICE SEAFOOD CHOWDER FISH FILLET PESCADO MONZERATT CHICKEN TERIYAKI PINAKBET SPECIAL BANANA JUICE	
<b>PM SNACKS:</b>	PANCIT CANTON VERMECILLI PUTO, ICED TEA	PALABOK NOODLES MONTE CARLO SANDWICH JUICE	TUNA PASTA GARLIC BREAD BOTTLED WATER	
<b>DINNER:</b>	RICE CHICKEN TINOLA INIHAW NA LIEMPO FRIED GALUNGGONG LECHE PLAN LEMONJUICE, WATER	RICE CHICKEN CALDERETA INIHAW NA LIEMPO VEGETABLE MEDLEY BUKO SALAD, ICED TEA ANY SOUP		

Prepared by:

*Chita E. Viceral*

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

Concurred by:

*Johnalen Aira S. Soberano*

**JOHNALÉN AIRA S. SOBERANO**  
Nutritionist-Dietitian II  
Date: 02 April 2024

*John*



ANNEX "A"

MENU

OCTOBER 2024			
	9	10	11
BREAKFAST:	30 PAX STEAMED RICE GARLIC RICE BANGUS ALA POBRE CHICKEN TAPA VEGETABLE OMELETTE BANANA, WATER	7 PAX STEAMED RICE BEEF STEAK TAGALOG BOILED EGG, DANNGIT PANDESAL, BUTTER WATERMELON MINERAL WATER	7 PAX STEAMED RICE GARLIC RICE CHICKEN TAPA BREAD AND BUTTER FRIED SABA MINERAL WATER
AM SNACKS:	MACARONI SOUP BIBINGKA JUICE	LOMI BATANGAS BOTTLED WATER	LUMPIANG SARIWA WITH PEANUT SAUCE ICED TEA
LUNCH:	RICE CREAM OF CORN FRIED FISH PORK CALDERETA RIBS CHICKEN CHOPSUEY PAKWAN, ICED TEA MINERAL WATER	RICE PORK QABALA W/CAPPER SAUCE, FISH SKEWER CHICKEN ALA KING BROWNIES, GREEN SALAD JUICE, MINERAL WATER ANY SOUP	RICE PORK NILAGA FRIED FISH BUTTERED VEGETABLES WATERMELON JUICE
PM SNACKS:	CHICKEN FLORENTE PASTA GARLIC BREAD ROYAL MISMO	BAKED MAC AND CHEESE ICED TEA MINI CLUBHOUSE	SPAGHETTI MINI CLUBHOUSE ICED TEA
DINNER:	RICE CHICKEN BBQ CORN SOUP FISH FILLET BUKO LYCHEES MINUTE MAID	RICE PORK QUABALA W/CAPPER SAUCE CHICKEN ALA KING STIR FRY MIX VEGGIES BROWNIES JUICE ANY SOUP	

Prepared by:

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

Concurred by:

*Johnalden Aira S. Soberano*  
**JOHNALDEN AIRA S. SOBERANO**  
 Nutritionist-Dietitian II  
 Date: 02 April 2024

*Opb*



ANNEX " A "

MENU

JULY 2024			
	29	30	31
<b>BREAKFAST:</b>	30 PAX STEAMED RICE GARLIC RICE, LONGGANISA SUNNY SIDE UP EGG FRIED DANGGIT/TAWILIS PANDESAL/DINNER ROLL BUTTER, BOILED BANANA FRUITS FRESH JUICE	7 PAX STEAMED RICE YANGCHOW RICE TOMATO OMELET TOCINO PANCAKE ORANGE WATER	7 PAX SEAFOOD FRIED RICE SCRAMBLED EGG CORNED BEEF BREAD AND BUTTER PAPAYA JUICE
<b>AM SNACKS:</b>	PANCIT CANTON/BIHON EMPANADA BOTTLED WATER	BATANGAS DELICACIES SUMAN, PUTO, SINUKMANI	CARBONARA TOASTED BREAD BOTTLED WATER
<b>LUNCH:</b>	RICE SINAING NA ISDA WITH DRIED KAMIAS VEGETABLE MEDLEY TINOLANG MANOK W/ SAYOTE BUKO PANDAN CUCUMBER JUICE	RICE PORK PUTCHERO FRIED CHICKEN WINGS WITH PARMESAN CHEESE FISH BUKO SALAD ICED TEA WATER	RICE GRILLED FISH BEEF KARE KARE STIR FRY VEGGIES PINEAPPLE JUICE BANANA MINERAL WATER
<b>PM SNACKS:</b>	BEEFY LASAGNA GARLIC BREAD CALAMANSI JUICE	MONTE CRISTO SANDWICH ORANGE JUICE	CHICEKEN SANDWICH COKE MISMO
<b>DINNER:</b>	RICE SINIGANG NA HIPON FRIED FISH GREEN SALAD MANGO GRAHAM BOTTLED WATER	RICE CRAB AND CORN SOUP PORK TENDERLOIN TIPS WITH MUSHROOM SAUCE CHICKEN PICCATA MINI TURON, JUICE	

Prepared by:

*Chita E. Viceral*

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

Concurred by:

*Johnalden Aira S. Soberano*

**JOHNALDEN AIRA S. SOBERANO**  
Nutritionist Dietitian II

Date: 02 April 2024

*Johnalden*