



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



Legal-CO01-2024-67

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."**

W I T N E S S E T H

WHEREAS, the **FIRST PARTY** will conduct the **"PROGRAM ON WELFARE FOR THE EMPLOYEES OF REGIONAL OFFICE (POWER O)"** on **March 22, 2024**;

WHEREAS, the Approved Budget for the Contract (ABC) is **SIXTY-THREE THOUSAND PESOS ONLY (Php63,000.00)**;

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 method 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 February 22, 2024, in the Office Website and conspicuous bulletin board in the premises of this Office on February 21, 2024 to February 26, 2024.

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

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



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, four (4) Suppliers submitted their respective proposal before the deadline for the submission of bids, offering the following financial bids, as read:

| NAME OF BIDDER | AMOUNT OF BID | REMARKS |
|---|----------------------|----------------|
| Meyer's Foods and Services, Inc. | Php58,500.00 | Complying |
| DepEd Region IV-A CALABARZON Multipurpose Cooperative | Php59,400.00 | Complying |
| Focal Managing Loop Inc. | Php60,210.00 | Complying |
| God's Treasure Enterprises | Php62,100.00 | Complying |

WHEREAS, after review and deliberation on the proposal, **Catering Company** complied with the requirements and declared as the Lowest Calculated and Responsive Bid (LCRB);

WHEREAS, the Entity invited Bids for the Procurement of catering services for the participants in the "**PROGRAM ON WELFARE FOR THE EMPLOYEES OF REGIONAL OFFICE (POWER O)**" which will be held on March 22, 2024 and has accepted a Bid by the **Catering Company** in the sum of **FIFTY-EIGHT THOUSAND FIVE HUNDRED PESOS ONLY (Php58,500.00)**. (Hereinafter called "the Contract Price").

WHEREAS, pursuant to the Implementing Rules and Regulations of Republic Act 9184, the Bids and Awards Committee of DepEd CALABARZON recommended on February 27, 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 (**AM Snack, and Lunch**) to the participants of the "*Program On Welfare for the Employees of Regional Office (POWER O)*" to be held on March 22, 2024 at DepEd Region IV-A, Gate 2 Karangalan Village, Cainta, Rizal.

2. Number of Participants

The total number of participants for the "*Program On Welfare for the Employees of Regional Office (POWER O)*" is **One Hundred Eighty (180)**;

3. Responsibilities

The **Catering Company** warrants the following:

1. Deliver the goods separately packed and sealed while the spoon and fork covered in tissue paper are properly sealed in a plastic.
2. The food must be delivered hot and on time at DepEd Region IV-A (CALABARZON), Cainta, Rizal.
3. Make the delivery using vehicle of its own. Delivery using public transport or private courier such as Grab, Lalamove shall be refused.
4. Submit/provide copy of their Sanitary Permits and Health Certificate of their employees.

5. Soda and fast food are not allowed.
6. Provide **Breakfast**, and **Lunch** for **Three Hundred Twenty-Five Pesos Only (Php325.00)** per person in accordance with the approved menu by the **Client** on the day of the activity or on March 22, 2024.
7. 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."*
8. Provide a list of menu items for the program proponents to choose from and ensure a variety of healthy foods for meals and snacks.
9. Respond to the request of participants regarding food restrictions as requested by the program management.
10. The **Catering Company** and program proponent should closely coordinate with each other regarding food service.
11. 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 total amount of **FIFTY-EIGHT THOUSAND FIVE HUNDRED PESOS ONLY (Php58,500.00)**.

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

Either party may terminate this contract with or without just cause. However, the party terminating shall serve a written notice to the other party at least three (3) days prior to the intended date of termination.

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 **March 22, 2024**.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this _____ at **Quezon City**, Philippines.

24 APR 2024

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

Meyer's Food and Services Inc.

ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director

MILDRED M. TUJAN
Sales and Marketing Manager

SIGNED IN THE PRESENCE OF:

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

REPUBLIC OF THE PHILIPPINES)

) SS.

QUEZON CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of **QUEZON CITY**, this **24 APR 2024**, personally appeared:

| Name | Identification No. | Expiration Date |
|-----------------------------------|-----------------------------|-----------------|
| Atty. Alberto T. Escobarte | DepEd Office ID No. 4529876 | _____ |
| Mildred M. Tujan | SSC ID -0033-0623027-0 | _____ |

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. 73;
Page No. 16;
Book No. 163;
Series of 2024.


ATTY. RUBEN M. AZANES, JR.
NOTARY PUBLIC
 UNTIL DECEMBER 31, 2024
 PTR No. 5555119, 01/02/2024-Q.C.
 IBP No. 384112, 01/01/2024-Quezon City Chapter
 Roll of Attorney's No. 46427
 Admin Matter No. 025(2023-2024)
 MCLE-VII-0018605-05-24-2022
 TIN: 140-394-386-000
 Bagong Lipunan Crame Q.C.